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The Solicitors' Journal.

LONDON, JULY 7, 1866.

SHIP'S CASE (SCOTTISH UNIVERSAL FINANCE BANK), as is well known to the profession, has been a subject of much discussion, and had considerable influence in settling the lists of contributories in the various companies now in course of winding-up. It was originally decided by Vice-Chancellor Wood, 13 W. R. 450, whose decision, upon appeal, was confirmed by the Lords Justices, 13 W. R. 599. On Thursday, whilst *Webster* v. *The Russian* (*Vyksounski*) *Ironworks Company* (*Limited*), was being argued, Vice-Chancellor Wood informed Mr. Rolt that during some proceedings which had taken place before him in Chambers, he had learned that *Ship's case* was now under appeal to the House of Lords.

THE "LAW'S DELAYS" have been a favourite subject of complaint ever since the Prince of Denmark first "immortalised himself" in verse. But there are, we fancy, some people who do not look upon these delays as an unmixed evil. Scarcely has Charlotte Winsor escaped, solely on the ground of delay, her well-earned fate, when we hear that the indictment of Mr. Welsh, for his share in the Leeds bankruptcy scandal, is for a second time postponed. Last term the trial was postponed on the application of the defendant's counsel on the ground that Lord Westbury, who was a material witness, was abroad, but on this occasion it was on the ground that the Rev. Mr. Harding had absconded and was keeping out of the way to avoid service of a *subpœna*. It will be remembered that Mr. Harding was the incumbent of St. Ann's, Wandsworth, and was said to be concerned in some way with the Hon. Richard Bethell and Mr. Welsh, in certain money transactions of a questionable nature, connected with the appointment of Registrar of the Leeds Bankruptcy Court. Whatever may be the merits of the case, it appears from what passed in the Court of Queen's Bench on the 29th ult., that the indictment against Mr. Welsh can never be tried unless Mr. Harding can be discovered in his retreat, and forced to appear as a witness. We forbear, pending the proceedings, to point out the conclusion this absence of a material witness naturally leads us to, but it is plainly in the interest of the public that the investigation should not be suffered to fall to the ground.

JAMES ROBERT MELLOR, Esq., of Trinity Hall, has received the new degree of Master of Law in the university of Cambridge. Mr. Mellor was called to the bar by the Hon. Society of the Inner Temple in last Michaelmas Term.

WE HAVE NOT the slightest sympathy with the howl of terror and indignation which has been raised in some quarters against the reform démonstrations which have recently taken place in Trafalgar-square and elsewhere; on the contrary, we consider such meetings (where no personal violence is offered to anyone) as a perfectly legitimate expression of political sentiment, and we have every reason to believe that the particular meeting we have specified was a creditable display to boot.

Even were this otherwise, however, we would not have thought it right to allude to the question at all, had it had merely a political aspect. But there is one point connected with this meeting which seems to us, as lawyers, to call, to say the least, for very careful consideration. We find it publicly stated on all hands and not denied, that the convener of, and principal speaker at, the meeting in question was Edmund Beales, Esq., the revising barrister for the county of Middlesex. Now, albeit we know no reason why a lawyer, be he barrister or solicitor, should not have, and express, his political opinions as well as any other man, there are very grave reasons why a gentleman, entrusted by the Crown with a judicial office, should carefully abstain from taking at least any *prominent* part in political strife. What would be said of the Lord Chief Justice were he to appear at the next election for Westminster as chairman of Mr. Mill's committee? And yet this proceeding would be perfectly unexceptionable in comparison with the conduct of which we complain on the part of Mr. Beales; and if it would be instinctively felt by men of all shades of opinion that such a position would be inconsistent alike with the office and character of his Lordship—does it not follow that the public exhibition of himself as a partizan leader (we care not of what party) is inconsistent with the office, and, *to that extent*, prejudicial to the character, of the Revising Barrister for Middlesex?

Of all the judicial offices in the country there is none for which a strong political bias is a more decisive disqualification than that of revising barrister, on whose perfect impartiality and unwarped discretion the genuineness of the representation of a whole district often depends. This is, we believe, the reason why Parliament in its wisdom has entrusted the patronage of these offices to the judges of assize, instead of leaving them in the hands of the minister of the day; and we have every reason to think that this expedient has been, on the whole, very successful. That it should have failed in this instance we deeply regret, but we trust that the attention of Lord Chief Justice Erle, in whose hands the remedy lies, will be called to this subject, and we have no doubt that his Lordship will, in such case, "take such order" in the matter as will, in one way or other, remove a cause of offence which we consider, in its present form, to amount to a "scandal."

THE HELSTON Election Committee have reported that William Balliol Brett, Esq., Q.C., has been duly elected M.P. for that Borough.

THOSE OF OUR READERS who will carry their recollections back to the months of November and December last will not be surprised to learn that we heartily concur in the line of conduct advocated by Mr. Charles Buxton, with reference to the contemplated prosecution of ex-Governor Eyre. We write the word "ex-governor" with a feeling of satisfaction which we do not even desire to repress, feeling, as we do, that we were among the first to call public attention to that hideous violation of law and justice which brought a man, now authoritatively declared innocent of all crime, to a felon's death at the hands of an illegal tribunal. We believe that, but for this act, all the other excesses against which the Commissioners have reported would have escaped public attention in this country, and we cannot consider that the ruin of his professional prospects which this conduct on his part has entailed upon the chief offender, (a result which we hope may overtake every other actor in that terrible tragedy), is at all too severe a punishment for his offence. But when, not satisfied with this, it is sought to add to that professional ruin which so gross an ignorance, to say the least of it, of the demands of his duty deserved, the further penalty involved in a prosecution for murder, we are compelled to say, as we have consistently said throughout, that no case has been made to justify such a proceeding. We did, indeed, say at one time* that *if* Mr. Lake's charge of deliberate malice

* 10 Sol. Jour. 245.

could be brought home either to the governor or the officers composing the court, the claims of justice could *in such case* only be satisfied by the execution of the murderers. But this charge has been, in the opinion of the commission, and *valeat quantum* in our opinion also, conclusively disproved, and the conduct of the authorities has been shown to have amounted merely to a gross but perfectly *bonâ fide* ignorance of the meaning of the word "justice;" utterly unfitting them for the exercise of any office of trust or authority, but not indicative of any malignity or conscious criminality. An error of judgment, however enormous, ought, in our opinion, never to be made the occasion of a criminal prosecution, least of all when committed by those on whose shoulders rests, even in normal times, a weight of responsibility which, perhaps, comparatively few are fitted to bear.

The Commission, moreover, award to Mr. Eyre high praise for the manner in which he put down the "insurrection." As, however, in speaking of Gordon's case, they confidently assert that, if there was an organised movement, he was not cognisant of it,* and as the whole case of the Governor and his friends depended upon proving not only the existence of such a conspiracy, but that Gordon was the life and soul thereof—the centre round which it all revolved—we are not disposed to attach much weight to the commendation in question. Putting it, however, at its highest, the report amounts to this, that great promptitude, skill, and judgment in a moment of difficulty and emergency were disfigured by gross lawlessness and barbarous cruelty when the emergency had passed and the difficulty had been overcome.

We heartily agree with Mr. Buxton in thinking not only that this affords no reasonable ground for criminal proceedings, but also that an unsuccessful prosecution will be likely, by giving rise to the feeling that Mr. Eyre is a persecuted man, to produce a revulsion of popular sympathy in his favour, which would, we think, be a result *pessimi exempli*.

THE FOLLOWING ACCOUNT of the legal members of the new Ministry is taken from De Brett's Peerage.

The Right Hon. Frederick Thesiger, 1st Lord Chelmsford, P.C., D.C.L., F.R.S., born 1794; married (1822) Anna Maria, yougest daughter of William Turling, Esq.; after serving in the navy, entered Gray's-inn, and was called to the bar 1818, became K.C. 1834; is a governor of Charterhouse, and a bencher of the Inner Temple; was M.P. for Woodstock (1840—4), Abingdon (1844—52), and Stamford (1852—8); was Solicitor-General 1844—5; Attorney-General 1845—6, and 1852; Lord Chancellor 1858—9. *Lord High Chancellor.*

Sir Hugh M'Calmont Cairns, D.C.L., LL.D., Q.C., born 1819; married (1856) Mary Harriet, daughter of John M'Neile, Esq., of Parkmount, Belfast; is a bencher of Lincoln's-inn; was educated at Trinity College, Dublin, where he graduated in 1838; was called to the bar 1844, became Q.C. 1856; has been M.P. for Belfast since 1852; was Solicitor-General 1858—9. *Attorney-General.*

William Bovill, Esq., Q.C., M.P., born 1814; married (1844) Maria, daughter of J. H. Bolton, Esq., of the Park, Blackheath; is a bencher of the Middle Temple, and a magistrate for Surrey; was called to the bar in 1841; became Q.C. 1855; has sat for Guildford since 1857. *Solicitor-General.*

THE FOLLOWING is the letter to the *Times* referred to by Archdeacon Thorp in his letter to us:—

Sir,—If "A Barrister" will look again at the Acts to which he refers, which are, in fact, the ground of my assertion as to the irregularity of the custom of publishing banns after the Second Lesson, he will find that they enact such publication only in churches where there is no morning service. The time for publishing in the morning (in the Communion office after the Nicene Creed) was already specified in the Rubric after the Creed, and in the first Rubric for Holy Matrimony. In the Prayer-books in common use these Rubrics are falsified.

Your correspondent need not be ashamed of a mistake which he shares with the author of the standard authority on Ecclesiastical Law, Dr. Burns (not, I trust, with the learned living editor, Dr. Phillimore), with Bishop Horsley, the delegates of the Oxford and the syndics of the Cambridge press, and, in short, with almost all the clergy for 50, if not for 120, years. They misinterpret the Acts of Parliament from not minding their stops.

The statement which has found its way into your columns was not part of my charge. It was spoken at two or three places, *quam familiariter*, good humouredly, at the end of my address, in connection with some information I was giving as to recent proceedings in Convocation, and not at all in the way of recommending a deviation from the customary practice till we should hear of it from better authority. I published this opinion twenty-three years ago in a letter to the *English Churchman*, dated 28th of November, 1845, with my Greek initials "Θ. Θ.," and have often repeated it since; but nobody minded me till I had occasion to refer to it at the last meeting of Convocation, in contradiction to a statement, on high authority, to the effect that in this instance Parliament had abrogated a Rubric without consulting Convocation. If the Legislature had intended by these Acts to enact that banns should be always published after the Second Lesson, it would have said so, and no more; all the rest (about "morning service," and "churches where there is no morning service") would have been mere surplusage.

Apologising for the length of this letter, I am, Sir, your obedient servant, THOMAS THORP.

Kemerton, June 16.

We are of opinion that the venerable gentleman is wrong. The Archdeacon ought to know that, strictly speaking, there are no "stops" in an Act of Parliament, any more than in any other legal document. On the main question it seems to us that Parliament meant to enact two things—first, That banns should *always* be published after the Second Lesson; secondly, That they should *never* be published at evening service, *except* on days when there was no morning service in the particular church.

We may be permitted to add, that we do not see how it can affect the question of the *correctness* of Dr. Thorp's opinion (the only point which concerns us) whether the statement referred to was made as a part of his charge, or as a friendly supplement.

WE REGRET to announce the death of Sir Anthony Buller, Knt., of Pound, in the county of Devon, at the advanced age of eighty-six years. Sir Anthony was one of the sons of the late John Buller, Esq., of Morval, and uncle to Sir Arthur William Buller (also a retired Indian Judge), M.P. for Liskeard. He was called to the bar by the Hon. Society of Lincoln's-inn in 1803, and was appointed (in 1815) judge of the Supreme Court at Madras, on which occasion he received the honour of knighthood. He was transferred to Bengal, in 1816, where he remained till 1825, when he retired.

THE LEGALITY OF RITUALISM.

The legality of the introduction into the English Church of a more gorgeous and elaborate Ritual, assimilated to some extent to that of the Church of Rome, is a question which has lately been brought prominently before the public by the recent opinion of the Attorney-General, Sir Hugh Cairns, Mr. Mellish, Q.C., and Mr. Barrow, upon a case submitted to them on the part of several Archbishops and Bishops of the Church of England. Under these circumstances it may be interesting to consider at some length the legal aspect of the question and the arguments adduced on either side. The most prominent of these changes appear to be the introduction of various vestments, copes, chasubles, &c., to be worn by the officiating minister at the time of the administration of the Sacrament, the use of altar lights to be burning at the same time, the introduction of incense, &c. As

* That if he was necessarily cognisant of any such movement, then the evidence disproved its existence.

lawyers we have no concern with the ecclesiastical grounds upon which these changes are advocated; and in entering into this inquiry, we disclaim all prejudices on either side. We have endeavoured to examine the question with a perfectly unbiassed mind as a pure matter of law; and, in fact, our opinion has fluctuated several times in the course of our researches. We desire now to lay before our readers the result of the investigation, and the steps by which we have arrived at that result. The whole question turns upon the well-known Rubric upon ornaments, and the less-known but equally important section of the Act of Uniformity, of which it is an echo. This Act (1 Eliz. c. 2, s. 25) runs thus: "Such ornaments of the church and of the ministers thereof shall be retained and be in use as were in this church by the authority of Parliament in the second year of the reign of King Edward VI., until other order shall be therein taken by the authority of the Queen's Majesty, with the advice of her Commissioners appointed and authorised under the Great Seal, for causes ecclesiastical, or of the metropolitan of this realm." The next following section gives a similar power to ordain "further ceremonies and rites." To this, as well as to the latter part of the former section, we shall have occasion to advert presently. The Rubric, as will be remembered, is substantially in the same words as those of the Act of Parliament as far as the words "Edward VI.," and there stops.

The principal questions arising upon the construction of these enactments appear to be—(1) What are "ornaments of the church?" (2) What is the meaning of the words "as were in this church *by authority of Parliament* in the second year of Edward VI?" (3.) What, if any, exercise has been made by the Crown of the power of "taking other order therein" reserved by the statute? (4.) Does the statute *exclude* all ornaments, other than such as were in use in the second year of Edward VI., or is it to be taken as authorising these ornaments, while leaving to others such validity as they might otherwise possess? As to the last question, it is assumed that the answer must be that the statute does forbid all ornaments other than those therein mentioned. A contrary construction would render the statute an absurdity, and has never, so far as we are aware, been contended for. We proceed to consider the remaining three points.

Considerable light has been thrown upon the enactments which we are considering, in the case of *Westerton* v. *Liddell*, which was heard first before Dr. Lushington in the Consistory Court, then before Sir J. Dodson in the Arches Court, and finally before the Privy Council. It is reported in Moo. P. C., and also in a separate volume, also by Mr. Moore, published in 1857 by Longmans. That case related to altars and crosses, and did not directly touch vestments or incense, but it has, nevertheless, an important bearing upon these questions also. In the first place the meaning of the word ornaments would seem to be conclusively settled by the judgment of the Privy Council in that case, from which we cite the following passage (p. 156 of Moore's Report). "The term ornaments is used in the larger sense of the word *ornamentum*, which, according to the interpretation of Forcellini's Dictionary, is used *pro quocunque apparatu seu instrumento!* All the several articles used in the performance of the services and rites of the Church are ornaments. Vestments, books, cloths, chalices, and patens are amongst church ornaments." The word would, therefore, seem to include all articles of every description, the use of which is sought to be introduced by the Ritualist party.

The second point is—What is the meaning of the words in the Rubric and Statute "such as were in this church by authority of Parliament, in the second year of King Edward VI?" It is to be observed, that the words are not "such as were in use in the second year," &c., but such as "were *by authority of Parliament*," &c. Now the Act directing the use of the first Prayer-book of Edward IV., was passed in the second year of that king's reign. It is admitted that all ornaments directed to be used in that first Prayer-book are included in and authorised by the present statute; and the decision in *Westerton* v. *Liddell* is to the same effect. We have, therefore, in the first place to ascertain what ornaments are mentioned in that Prayer-book. These appear to be in the first place, "a white albe plain with a vestment and cope," to be worn by the officiating minister, the assistants being directed to wear "albes with tunicles." The bread is to be laid upon a "corporas," or "paten," and the wine to be in a "chalice." It is also directed that water shall be mixed with the wine, which might be held to imply some seemly vessel for holding the water. If there be no administration of the Sacrament, the priest is nevertheless directed to read the Communion Service to the end of the offertory, wearing "a plain albe, or surplice, with a cope" In the Notes at the end of the Prayer-book, a bishop administering the Communion, or "executing any other public ministration" is directed to wear, "beside his rochette, a surplice or albe, and a cope or vestment," and to bring with him his pastoral staff. Thus far it would appear that the use of the cope, tunicle, corporas, and albe, and in the case of bishops, of the rochette and pastoral staff, is authorised by the statute. The chasuble may also be included if, as appears to be the case, the word *vestment* in the Rubric of Edward VI.'s Prayer-book, is so to be understood. But all other vestments, and the use of other adjuncts to the Communion Service, such as incense, derive no support from the authorities referred to.

Here, however, we are met by an important question. It is contended on the part of the ritualists, that the Statute and Rubric must be held to give validity to any ornaments in use by Parliamentary authority in the second year of Edward VI., whether mentioned in the first Prayer-book or not. Their argument is briefly this: The Act 25 Hen. 8, c. 19, empowered the king within a limited period to nominate a commission to revise the canon law and, by a proviso at the end of the Act, it was provided that all "canons, constitutions, ordinances, and synodals provincial," not being repugnant to the laws of the realm, shall be "used and executed as they were before the making of this Act," till the report of the commission. No commission was issued; and, by a later Act (35 Hen. 8, c. 16), the power was renewed and conferred on the king for life, and by the second section of that Act it is enacted, that till the report is made "such canons, constitutions, ordinances, synodal or provincial, or other ecclesiastical laws or jurisdiction spiritual, as be yet accustomed and used here in the Church of England, which necessarily and conveniently are requisite to be put in use and execution for the time . . . . . shall be occupied, exercised, and put in use for the time." No report having ever been made, it is contended that under these enactments, all canons, &c., enacted in Roman Catholic times, and not contrary to English law, had Parliamentary authority in the second year of Edward VI. And in this case we can easily believe that abundant authority may be found in them for all the changes which ever entered the imagination of the most ardent Ritualist.

This argument is, however, open to several observations. In the first place it is contended with much appearance of reason, though apparently against the opinion of Sir J. Dodson in *Westerton* v. *Liddell*, that, as the power of directing a commission was confined to the lifetime of Henry VIII, the *interim* authority given or reserved to the canons, &c., must be construed to have the same duration, and that it could not have been the intention of the Legislature, while condemning the canon law, to invest it with a new and authoritative force, terminable only upon an event, the happening of which was obviously uncertain. It has also been argued, with much apparent reason, that these statutes of Henry VIII. were repealed by the 1 Edw. 6, c. 12, which, after enumerating certain Acts, repeals "all and every other Act or Acts of Parliament concerning doctrine or matters of

religion," and this would appear to have been the opinion of Sir John Dodson in *Westerton* v. *Liddell*, Moo. Rep. 92. To enter into these arguments in full would occupy much time and space, and appears to be rendered unnecessary by the decision in *Westerton* v. *Liddell*. It is not, indeed, easy to ascertain with certainty what were the opinions of Dr. Lushington and of Sir J. Dodson, in that case upon the present point (see Moo. Rep. 94), but the authority of the ultimate Court of Appeal is, of course, supreme, and if we rightly understand the judgment in that case, the Privy Council held that the words "were in the church by authority of Parliament," &c., must be construed as applying *exclusively* to the first Prayer-book of Edward VI., and consequently, as excluding all ornaments, if any, which, though possessed of some parliamentary authority in the second year of Edward VI., are not authorised by that Prayer-book. Reliance had been placed in that case upon certain ancient constitutions. Against this, it was argued by Mr. Stephens, that, as we have suggested above, the parliamentary authority given by the statutes of Henry VIII. determined with that monarch's death. Referring to this argument their Lordships say (Moo. Rep. 161), "If it were necessary to decide this point their Lordships think this argument might deserve serious consideration, though it is contrary to the general impression which has prevailed on the subject. As, however, their Lordships entertain no doubt whatever as to the meaning of the words 'authority of Parliament,' used in the Rubric," *i.e.*, that they refer to the first Prayer-book, "it is useless to enter further into the question. Their Lordships, therefore, are of opinion that although the rubric excluded all use of crosses in the services" yet the general question of the employment of crosses in the decorations of churches, as distinct from ornaments used in the services, was unaffected by it. Here it is decided that, inasmuch as there is no mention in the first Prayer-book of the use of crosses in the service, such use of them cannot be allowed, and the Privy Council refuse to consider the question of the legislative authority of ancient church ordinances on the ground that, whatever that authority may have been, the Rubric does not refer to them, but is confined to the first Prayer-book. And the first Prayer-book is uniformly treated as the exclusive authority applicable to the question. Thus they say (p. 156), "The word 'ornaments' applies, and in this Rubric is confined, to those articles, the use of which in the services and ministrations of the church is prescribed by the Prayer-book of Edward VI." And again (p. 187), "In the performance of the services, rites, and ceremonies ordered by the Prayer-book, the directions contained in it must be strictly observed, that no omission and no addition can be permitted." We contend, therefore, that it must be held to have been decided by a binding authority that no "ornaments" other than those authorised by the first Prayer-book of Edward VI. are sanctioned by the Rubric and by the Act of Uniformity. It remains for us to consider whether the authority to take further order in these matters reserved to the Queen by the Statute of Uniformity, as cited above, has been exercised, and, if so, to what effect.

The clause in question is indeed a somewhat singular one, and the precise effect of it may be open to much question. It must be remembered that the constitution was at the beginning of the reign of Elizabeth in a very undefined and irregular state, and the powers claimed and habitually exercised by the Crown in matters ecclesiastical were very large indeed. At the present day it would be difficult to maintain that the Crown could *mero motu* make ordinances which would be binding on the church, in the absence of legislative authority on either side. But whatever effect might at the present day be attributed to a mere royal ordinance, it is clear that under the Tudors great authority would have been attached to it. It might indeed be contended that the clause in question (which is set out above) must be regarded as giving a prospective legislative authority to any directions emanating from the Crown upon the subject. But however this may be, it would seem at least that the operation of the statute, and as we conceive of the Rubric also, would cease whenever any such ordinances should be put forth. Did Queen Elizabeth, then, exercise this power? Now there are two instruments, and only two, as far as we are aware, by which it may be contended that she did so—1st. The injunctions of the 1 Eliz. published in the same year as, but after, the Act of Uniformity. These do not, it is true, contain any reference to that Act; but, it is clear, that if bearing upon the matter they would constitute a taking further order within the meaning of the section in question. They contain a great variety of very curious provisions, over which we cannot delay: for instance, forbidding any clergyman to marry without the consent of the bishop and of two justices of the peace, forbidding any persons to frequent any but their own parish church, &c. The 30th, however, runs as follows: —"*Item*—Her Majesty . . . . thinking it meet to have them (the clergy) known to the people in all places and assemblies, both in the church and without . . . . willeth and commandeth that all archbishops and bishops, and all other that be called or admitted to preaching or ministry of the Sacraments; or that be admitted into vocation ecclesiastical, or into any society of learning in either of the universities or elsewhere, shall use and wear such seemly habits, garments, and such square caps as were most commonly and orderly received in the *latter* year of the reign of King Edward VI." The injunctions, if valid, thus substitute the last year of the reign of Edward VI. for the second, as the period which is to determine the vestments to be worn by the clergy. And the change is an important one, for, in the *interim*, the second Prayer-book of Edward VI. had been substituted for the first. And although it might, in some cases, be very difficult to ascertain what was the usage of the last year of that reign; yet, for our present purpose, it is sufficient to say that clearly the directions of the second Prayer book, which had then Parliamentary authority, must be the first thing to be regarded, and no usage directly conflicting therewith would be recognised. Now the second Prayer-book of Edward VI. differed very little from that in present use amongst us, and, consequently, departed materially from the order of the first Prayer-book of that monarch. It contained, however, a Rubric at the commencement of the order for morning prayer, directing the priest both at the administration of the Communion, and at other times to wear "neither albe, vestment, nor cope;" and ordering bishops to wear rochets, and priests and deacons surplices only. If, therefore, the second Prayer-book be in this matter substituted for the first, the question would be decided. It may, perhaps, be contended that the 30th injunction above cited refers only to the ordinary dress to be worn by the clergy when not engaged in the ministrations of the church. And, in support of this view, the extreme improbability of a change being made within so very short a time after the passing of the Act of Uniformity might be alleged. This improbability does not, however, appear so great when it is remembered that a struggle was going on upon this very point, and that at this very time, as it appears, great pressure was put upon the Queen by the Puritan party and their friends to induce her to conform more generally to their views. But however this may be, the injunction, as cited above, recites the object to be that the clergy might be distinguished in all places, "both *in the church* and without," which would seem conclusive to show that the ecclesiastical vestments were contemplated as well as those of ordinary life. No reliance can however be placed upon these injunctions; as it appears that they bear date before the appointment of any commissioners for ecclesiastical causes, and during a vacancy in the metropolitical see, and consequently could not have been put forth in the manner provided by the Act. It becomes necessary, therefore, to consider what subsequent oval enactments,

if any, can be considered as operative under the proviso in the Act of Uniformity. The only other instruments in the reign of Elizabeth which have been quoted as having this effect are the advertisements of 1564, printed in 1 Cardwell Doc. Ann. 321. These appear to prescribe the use of the surplice only, except in cathedral and collegiate churches. It appears from Mr. Cardwell's note note (*ad. loc.*) that, in his opinion, these advertisements never received the royal assent, but were carried out by episcopal authority only. Reliance, however, appears to be placed upon them in the recent opinion of the Attorney-General and his colleagues.

There is, however, an instrument of the next reign which is of the highest importance—the canons of 1604, the 24th of which directs the cope to be worn at the administration of the Sacrament in cathedral and collegiate churches, while the 58th directs the surplice to be worn in all other churches, both at the prayers and the Communion Service. This, as far as parish churches and chapels are concerned, would, of course, be conclusive; but it is contended that the canons upon this point contradict the Act of Uniformity and the Rubric, and are consequently overruled by them. It becomes necessary, therefore, to consider whether the proviso in the Act of Uniformity so often referred to is confined to Queen Elizabeth herself, or whether it extends to her successors. The words of the Act are, as will be remembered, "Until other order shall be therein taken by the authority of the Queen's Majesty, with the advice," &c., without adding the words, "her heirs and successors," which is the more usual style. And in support of the argument that the power extends only to the lifetime of the then reigning sovereign, it might be contended that, although the Parliament might be willing to entrust an authority, amounting in fact to a power to repeal the Act on this point, to a sovereign whom they knew and trusted, it is very improbable that they would extend this authority to any possible successor, especially having in view the claims of Mary Queen of Scots to the English throne. We do not conceive, however, that much weight is to be attached to the latter argument. This statute was passed at the commencement of Elizabeth's reign. She was at that time an untried queen, and had not yet committed herself decidedly to either party in religion; she had Roman Catholics on her Privy Council, and even her then Lord Treasurer was of that religion, though from the favour which she showed from the first to Cecil and Bacon, it required no great penetration to foresee the line which she really intended to take. As to the point taken on the wording of the Act, it appears that the statutes of those times were often loosely and inaccurately drawn, a practice which seems to have continued in full force to the present day. The usual form, no doubt, was, "The Queen's Majesty," or "The Queen's Highness," or "Our Sovereign Lady the Queen," "*her heirs and successors;*" but it was by no means uncommon to omit the words "heirs and successors" in cases where the provision was certainly intended to be perpetual. A curious instance of this is to be found in this very Act, sections ix.–xi. It is thereby enacted that any person violating the provisions of the Act shall for the first offence forfeit 100 marks; for the second, 400; and for the third, all his goods and chattels. In the first two cases the words are that the forfeiture shall be "to the Queen our Sovereign Lady, her heirs and successors;" while, for the third offence, the words are, "To our Sovereign Lady the Queen" only, without any mention of successors, clearly showing that no reliance can be placed on any argument drawn from such an omission. A similar instance is to be found in the 1 Eliz. c. 19, ss. 2, 3, and the 5 Eliz. c. 4, ss. 13, 14, to which it will be sufficient to refer. We conceive, therefore, that the proviso in the Act of Uniformity would be construed to extend to the successors of Elizabeth, and consequently that the canons of James, directing the use of the surplice only, would be binding. It is to be observed that in *Westerton* v. *Liddell* the canons were treated as binding upon the subject of the coverings of the altar.

We come, therefore, to the conclusion that the power reserved by the Act of Uniformity was exercised to the effect of prohibiting the use of any other vestments than the surplice, and that consequently the surplice was the only legal vestment during the reigns of the early Stuart kings, and this we understand to be the conclusion arrived at by the Attorney-General and his colleagues in their recent opinion. A very grave question, however, remains to be considered as to the effect of what took place in Charles II.'s reign. The Prayer-book and Act of Uniformity now in force are not those of Elizabeth. The latter, of course, became disused under the Commonwealth. At the Restoration, instead of the old Prayer-book being re-enacted, a new one was drawn up, differing, however, very slightly from the old, and this new Prayer-book was confirmed by a fresh Act of Uniformity. In the new Prayer-book was inserted the old Rubric about ornaments, slightly altered (a proof that its insertion was not done *per incuriam*.) This, therefore, received at that time, as we submit, a fresh legislative sanction. And although the Act of Uniformity of Elizabeth was expressly revived by the Act of Charles II., it may be contended with great force that as the new parliamentary authority given to the Rubric was posterior to all instruments put forth in pursuance of the power given to Queen Elizabeth, it must be treated as overruling and repealing all such instruments so far as inconsistent with the Rubric, which must, therefore, be considered as the supreme and conclusive authority upon the question, in which case the vestments, &c., mentioned in the first Prayer-book of Edward VI. would be legal.

This contention is, however, opposed to the great authority of the Attorney-General and his colleagues as embodied in their recent opinion. Their view of the case appears to be that by virtue of some or one of the instruments which we have above mentioned as operating under the proviso in the Act of Uniformity of Elizabeth, the law became altered and the vestments in question prohibited. That being the case they think that the Rubric and Act of Parliament of Charles II. were not intended to alter, and did not alter, the law as existing under Charles I., and that, consequently, the vestments are illegal. In support of their opinion they refer to the usage of the church from the time of the Restoration downwards, to which the Courts would undoubtedly attach great weight in so difficult and doubtful an investigation. Notwithstanding the arguments thus adduced, and the great weight to be attached to the authority of the authors of the opinion, the question, so far as regards the vestments mentioned in the first Prayer-book of Edward VI., cannot be considered free from doubt.

As to "ornaments" not so mentioned, including incense, several of the vestments sought to be introduced, &c., we conceive there can be little doubt that they are illegal, and this conclusion agrees with the recent opinion to which we have so often referred. It is much to be desired that so doubtful and intricate a question should speedily become the subject of judicial decision.*

One observation may be added. It will be remembered that the Privy Council in *Westerton* v. *Liddell* defined the word "ornaments" as "articles used in the perfor-

* Since these remarks were written the following paragraph has appeared in several daily papers:—

THE LAWFULNESS OF HIGH CHURCH PRACTICES.—Three or four weeks since, it will be remembered, an "opinion" of Sir Roundell Palmer, Sir Hugh Cairns, and others, founded on a case which had been submitted to them "at the request of several bishops," was published. The learned gentlemen condemned as illegal most of the High Church practices which have recently occasioned so much alarm. The English Church Union forthwith prepared another case, and, in order that the opinion upon it might be a strong one, submitted it to Sir Robert Phillimore (the Queen's Advocate), Sir Fitzroy Kelly, Mr. Bovill, Q.C., Mr. J. D. Coleridge, Q.C., Dr. Deane, Q.C., Mr. G. C. Prideaux, Mr. Hannen, and Mr. John Cutler. The opinion of this long list of legal luminaries has been prepared, and is said to be in direct antagonism to that of their learned brethren who were consulted by "several bishops," affirming the legality of vestments, and most of the peculiar practices for which the High Church party contend.

mance of the services and rites of the church," and accordingly held that crosses not placed on the communion table were merely decorations, and not "ornaments," and might be used. Now it might be suggested that the use of incense, at all events, is a matter altogether beside and beyond the performance of the rites and services of the church, and rather to be likened to the use of organs, &c. In this case it might possibly escape, though it appears to us that it would be difficult to maintain such a position successfully. Vestments, however, and altar lights have been expressly held to be within the Rubric, and as to them no similar question can, therefore, arise.

MERCANTILE COURTS.

One great tendency of the rapidly increasing commerce of this country is to bring before the law courts many cases of mercantile disputes dependent for their due investigation upon such knowledge of the technicalities of trade as can be imparted to a judge who, whatever his legal attainments may be, has probably had no previous opportunity of making himself acquainted with the arcana connected with the point he is now called upon to decide. The feeling has gradually arisen that the parties, in many of these cases, fail to obtain justice by reason of this want of knowledge in the judge, and that this fact, and the delay incident to the regular procedure of our courts, form reasonable grounds for the establishment of tribunals which shall sit continuously for the settlement of such disputes between mercantile men as may be brought under their notice. The idea of mercantile courts is by no means new, and has probably been adopted from the Italian and French courts existing for the settlement of the class of cases referred to. Lord Stanley's opinion relative to the establishment of such tribunals in this country—tribunals in which commercial men are to be the judges or arbitrators in commercial cases—is, that "the preponderance of mercantile opinion is in favour of it, and the preponderance of legal opinion is against it." Without doubt this opinion is literally correct; but lest in advocating the legal view of the subject we should be supposed to favour the profession at the sacrifice of mercantile interests, we have only to remind our readers that the establishment of such courts would be akin to carrying out the idea of "Every man his own lawyer." It is needless to inquire who profits by such a state of things—endless litigation arises from it.

In interpreting an ordinary mercantile contract, the familiarity with the customary meaning and intention of the terms employed, which a daily use of them affords to the judge or arbitrator of a dispute arising out of such a contract, would be a great boon to the parties, and would in many cases save an infinity of trouble and expense. The advantage thus gained of having a cause tried by one who has a special knowledge of the subject-matter cannot be gainsaid. In mercantile cases, too, the essence of success is expedition, and one result of expedition in law is cheapness. A dispute might be settled in a few minutes by both parties going on the instant before a tribunal ready to listen to them, and the payment of a small sum in fees of court, would be the limit of the expense. This certainly looks encouraging—a court requiring no technical information; a quick and ready procedure; and, above all, cheapness.

But how shall we constitute our mercantile courts? Shall we take the French model* and appoint a president, judges, and assistant judges—not more than eight, nor less than two, of the second class, and the number of the last class in proportion to the requirements of the work, and all of them commercial men, the president a lawyer? Shall we appoint these to act with or without salary for a period of two years, and refer to them all questions on "contracts relative to transactions between merchants, bankers, and traders, and in all matters of dispute with other persons when referring to acts of commerce, to purchases of goods, freighting or chartering of ships, bottomry, average, wages, &c?" Or will it be more convenient to chalk out a line for ourselves, and to appoint mercantile men of a certain standing limited to (say) eight—one of them being the president and to act for five years—one retiring by rotation each year and being replaced by the election of another? And lastly, shall the judges of these mercantile courts be paid for their work?

It would, we apprehend, be difficult to find competent men, to be selected from amongst those who have their own pursuits and occupations which engross the greater part of their time, and yet who would be willing to sit two or three times a-week (to expect the continuous attendance of every member of the court would be absurd) to settle mercantile disputes. Whether they are paid or not it matters little; and even supposing such could be found, it is impossible to believe that they would be men of sufficient weight to dignify the position. The real fact is that merchants of the first class could never be prevailed upon to sit upon such a tribunal, and that judgments pronounced by the inferior class which must be resorted to, would be anything but satisfactory.

With regard to the subject of the proposal to establish mercantile courts, and their operation, we have the following from a commercial—that is, a non-legal—source:—"When two people make a contract, each of them does so with a certain intention, and the written contract is the expression of these intentions. A dispute arises. One of the parties contends that the other has unfairly changed his own intention, or unfairly defeated what was the declared desire and intention of the other. Each party refers to the contract, and each finds there that his own course is justified. The language appears to each to be consistent with his own view. If there is not some reasonable colour for this conviction, of course one of the parties gives way; but most contracts are drawn so carelessly—none of the parties to them suspecting, at the time they are made, that there is likely to be any hitch in their execution—that they may fairly appear to permit or countenance two different interpretations. Two kinds of cases arise. It may be altogether doubtful what the contract means, or else it may mean two things—one as much as the other. In the first case of course the tribunal, however constituted, will have to hear witnesses to explain, so far as is possible, the obscure terms. A. says it means one thing, and produces witnesses to corroborate his view. B. insists that it means another thing, and is equally ready to produce evidence on his side. Surely the courts already existing are fully competent to decide a question of this sort, though without any knowledge of the special trade. The members of the proposed tribunal would gather the meaning of the obscure term from their own practical experience. The present court gathers it from a balance of evidence. What is the difference? And even in the case of a mercantile court, it is impossible to suppose that they could refuse to hear evidence on the side contrary to their own notions. Do what you will, an obscure contract, if disputed, must be interpreted by means of a balance of testimony. Take the second kind of dispute—that arising from a contract which is susceptible of two interpretations. This is a situation in which experience of trade could positively be of no use. The only duty which a judge in such circumstances can perform is to give to each party the rights which he has in law, looking solely to the document, but admitting a proved custom to annex or to explain terms. For the construction of such ambiguities there are certain well-known rules, and for the application of the rules a trained judicial intellect is a better instrument than can be supplied by any amount of experience in any given business. It may be a question whether the word 'thousand' in a contract means twelve hundred by custom of trade; whether 'a day' means a working-day; whether 'a week' means only a week during the theatrical season. A. says the

* Code de Commerce, Art. 630, *et seq.*

'thousand' means a 'thousand,' and not twelve hundred. B. affirms that in the trade it invariably, unless it be expressly stated otherwise, means the larger number. Supposing it proved by evidence that A. is wrong, and that in the trade a thousand stands for twelve hundred, B. may insist that in his contract the word was used with special intention in its ordinary sense. A case of this sort can only be settled by strict adherence to legal rules, and these purely law officers are the only persons fit to decide."

It is not improbable that the establishment of mercantile courts, as before described, would tend to the speedy and cheap settlement of many disputes which now come before the regular tribunals; but we apprehend it would be hazardous to enact that all mercantile disputes must be taken before such courts before the parties go to law: neither can we specify any class of such cases, nor any limit in the amount of their value, so as to make resort to the mercantile courts in the first instance compulsory in the specified classes. There are difficulties which may be overcome by making resort to the mercantile court optional, and leaving the case to be dealt with by the judge of the superior court as county court cases brought to the superior courts are now dealt with. But there are other and not less formidable difficulties which would be thereby created. This would be to establish a kind of arbitration court, which is not likely to be the best mode of treating the subject, or the most acceptable to the commercial world. A more feasible suggestion is that of a court, similar to the new court sometime since proposed for patent cases, consisting of a legal judge and two or more professional assessors, on the model of the Court of Admiralty in damage cases. But whatever course legislation takes—and it is certain the Legislature will sooner or later be called upon to act—the first great difficuly will be to find merchants of sufficient weight, having the leisure, and the inclination to devote it to the good of their class.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORD CHANCELLOR.

June 23.

EX PARTE VICTOR WEIDEMAN.

This was an application on behalf of Victor Weideman, a French subject, for a *habeas corpus* to bring him up from the Clerkenwell House of Detention, where he is detained previous to being delivered up to the French government under the Extradition Treaty.

MacMahon on behalf of the application.—The Extradition Treaty and Act expired on the 5th of this month upon notice given by the French government; such notice was proved by its insertion in the *Moniteur*, the French official journal; there was no power to withdraw such notice without a new Act of Parliament.

Sir R. Palmer, A.G., Sir R. P. Collier, S.G., and *Hannen*, for the Crown, were not called upon.

LORD CRANWORTH, C.—The convention subsisting, the Act is still in force, the question then is—Is the Convention still in force? The French Government had given notice on the 5th of last December of the determination of the Treaty on the 5th of this month, but before such notice expired, the contracting parties have made a new agreement that the notice should expire on the 5th of December next. The contracting parties were perfectly competent to come to such an arrangement. The Convention therefore still subsists, and consequently the Act is still in force. The application must be refused.

Solicitor for the applicant, *Killby*.

Solicitor for the Crown, *The Solicitor of the Treasury*.

EX PARTE CHRIST CHURCH, OXFORD.

IN RE THE REGIUS PROFESSORSHIP OF GREEK.

This was an application to the Crown, as visitor of Christ Church, Oxford, by the Dean and Chapter, asking her sanction for an increase of salary to the Regius Professor of Greek. It appeared that the salaries allocated to the several Readerships of Divinity, Hebrew, and Greek was £40 per annum; that while the Readerships of Hebrew and Divinity had received an increase of endowment by the attachment thereto of certain canonries, the Readership of Greek stood at its original stipend—£40. It was therefore proposed to raise the salary of the Greek Reader, now called Regius Professor of Greek, to £500 per annum, by devoting to that purpose certain funds, and by diminishing the number of students appointed under the same statute as the Readers originally were.

No opposition.

Sir Roundell Palmer, A.G., and *Jones Bateman*, for the application.

LORD CRANWORTH, C.—The proposal is most reasonable, and receives my hearty approval.

Solicitor, Chapter Clerk of Christ Church by *Jasper Cobb*, his representative.

LORDS JUSTICES.

June 9, 11.

EX PARTE RUSSELL; RE STEWART.—This was an appeal by creditors of Stewart, a bankrupt, who had opposed the bankrupt's passing his last examination.

De Gex, Q.C., and *Reed*, for the appellants, contended that further information ought to be given by the bankrupt as to what had become of his property, and that there was reason to suppose that such information would be obtained if an adjournment of the bankrupt's examination were to take place.

Bagley for the assignees.

Sargood (*Bacon, Q.C.*, with him), for the bankrupt.

De Gex, Q.C., in reply.

KNIGHT BRUCE, L.J., said that he thought there was no reason to suppose that further delay would produce further information. The Commissioner had taken the right view.

TURNER, L.J., was of quite the same opinion. The bankrupt's examination had been going on for more than a year, and there was no reason for suspecting any concealment of assets. The Court was asked to proceed upon a speculation that there might be some concealed assets, and, against the opinion of the Commissioner and one of the assignees, to send back the case for further inquiry, at Heaven knows what expense to the estate. The appeal must be dismissed with costs.

Solicitors, *Linklater & Co.; Laurance & Son; Hillyer & Fenwick*.

June 11.

EX PARTE LEWIS.

RE LEWIS.

In this case one Lewis had executed a trust deed, under the provisions of the 192nd section of the Bankruptcy Act, 1861, for the benefit of his creditors. A judgment-creditor afterwards petitioned for an adjudication of bankruptcy against him, and he was accordingly adjudicated a bankrupt, the Commissioner holding that the deed was no defence, upon the ground that all the property comprised in it was not handed over to the trustee. Against this adjudication Lewis now appealed.

Bacon, Q.C., and *Yates Lee*, for the appellant.

Bardswell for the petitioning creditor, in support of the Commissioner's order.

Bacon, Q.C., in reply.

The Lords Justices thought that there was not enough to establish the bankruptcy, and they discharged the Commissioner's order, but gave no costs.

June 12.

RHODES *v.* RHODES.—*Practice—Rejection of Evidence tendered on inquiry at chambers—Appeal.*

This was an appeal, by way of motion, from an order made by Vice-Chancellor Wood in chambers, refusing to admit certain evidence upon some inquiries which were being made in the suit in chambers.

Freeling and *Kingdon* (*Rolt, Q.C.*, with them) for the appellant.

Willcock, Q.C., Giffard, Q.C., Roupell, and *Druce*, for the respondents, contended that the application was altogether irregular. There could be no appeal until the certificate was made by the Chief Clerk. After some discussion,

The Lords Justices said that the best course would be to discharge the Vice-Chancellor's order, without prejudice to any question, and to let the present application stand over and come on with any application which might be made to vary the certificate. The costs of all parties to be dealt with by the Vice-Chancellor.

Solicitors, *Bridges, Sawtells, & Co.; Hughes, Masterman, & Hughes.*

June 26.

HARRISON *v.* CRESSWELL. THOMAS *v.* CRESSWELL.—This was an application to enlarge the time for presenting a petition of appeal in these suits. All parties consented, and the application was made with the assent of Vice-Chancellor Kindersley.

Harrison for the applicants.

Prendergast for other parties.

The Lords Justices made the order asked for.

June 27.

EATON *v.* FRANCE.—This was an appeal from a decree made by V. C. Stuart, and it involved a question whether certain moneys were or were not moneys belonging to a partnership account.

Their Lordships thought that further inquiries must be made and accounts taken before a decree could be made, and accordingly allowed the appeal.

Bacon, Q.C., Malins, Q.C., Greene, Q.C., Burdon, Ellis, and *Bardswell,* appeared for the different parties.

Solicitors, *Sweeting & Lydall; France.*

July 2, 3.

BOURNE *v.* BUCKTON.—This was an appeal from an order made by Vice-Chancellor Kindersley upon a petition raising a question of will construction. It is reported on the hearing before his Honour in 10 Sol. Jur. 705, where the facts are sufficiently stated.

Osborne, Q.C., and *G. N. Colt,* for the appellant.

Jessel, Q.C., and *Waller,* for the respondent, the original petitioner.

Osborne, Q.C., in reply.

KNIGHT BRUCE, L.J., said that his impression at first was that such a quantity of words had been used in the gift as to render it difficult or impossible to arrive at any practical construction of it. Further consideration however had induced him to think that the difficulty was more apparent than real, as then the duty of the Court was to struggle for a construction, so he thought that that duty could be performed. He thought that it was impossible to arrive at a better conclusion than that of the Vice-Chancellor.

TURNER, L.J., said that he had at first a strong opinion in favour of the appellant, but further consideration had induced him to think differently. The question was whether the trusts were to govern the class to take, or whether the class to take was to be ascertained independently. From a consideration of the language of the will he came to the conclusion that the trusts were not to govern the class to take, but that the trusts were to be applied to the members of the class, when ascertained, in the manner provided for by the testator. He agreed with the opinion of the Vice-Chancellor. It was a proper case, however, for payment of all the costs out of the estate.

Waller then asked that the sum ordered by the Vice-Chancellor to be paid out to the petitioner might be enlarged to £1,000.

Their Lordships assented.

Solicitors, *Kingsford & Dorman; A. D. Smith.*

July 5.

IN RE SOUTH KENSINGTON HOTEL COMPANY (LIMITED).

In this case the Master of the Rolls had held that a Mr. Bragington ought not to be placed on the list of contributories of this company. Upon appeal to this Court their Lorships directed the matter to stand over, pending an action at law. In this action, Mr. Bragington was successful, and the question now arose as to costs.

Selwyn, Q.C., for Mr. Braginton.

Rendall for the official liquidator.

Their Lordships ordered that the company should pay the costs of the appeal.

RE CLEVELAND IRON COMPANY (LIMITED).

In this case three gentlemen, respectively named Edwards, Lloyd, and Watson, were served with notice by the official liquidator of the company that their names would be placed on the list of contributories unless they, on a day named in the notice, attended and showed good cause to the contrary. When the matter came before the chief clerk of the Master of the Rolls, he held that these gentlemen ought not to be put on the list of contributories. They then applied for their costs, and, on this point the matter was adjourned into Court for argument before the Master of the Rolls himself. The chief clerk's certificate, whereby he excluded these gentlemen from the list, was not confirmed by the Master of the Rolls till the 4th June, 1866, but the matter was argued before his Lordship in court on the 2nd June, and he then ordered the alleged contributories to pay the costs of the application. This order was afterwards drawn up by mistake in this form—upon the hearing of an application by Messrs. Edwards, Lloyd, and Watson, to have their names struck off the list of contributories, the Court did not think fit to make any order except that the applicants should pay the costs of the application—thus in form leaving these gentleman upon the list of contributories, though it was admitted on all hands that they ought not to be upon the list. They now appealed.

T. A. Roberts, for the appellants, contended that the form in which the order had been drawn up rendered it necessary for them to appeal, and that the Master of the Rolls was clearly wrong in making the applicants pay costs. They ought to have the costs of establishing their rights.

Graham Hastings (*Selwyn, Q.C.,* with him), for the official liquidator. This is, in fact, merely an appeal for costs, which the Court will not allow.

T. A. Roberts, in reply.

TURNER, L.J.—It is clear that, by the fault of one of the parties, an erroneous order has been drawn up, and it would not be consistent with the rules of this Court to allow it to stand. The order must be discharged. The appellants must have the costs of the appeal, but the order of the Master of the Rolls as to the costs in the Court below will only be disturbed in so far as it compelled the appellants to pay costs.

KNIGHT BRUCE, L.J., agreed.

Solicitor for the appellants, *Alfred Watson.*

Solicitors for the official liquidator, *Deane, Chubb, & Saunders.*

MASTER OF THE ROLLS.

June 19.

CITY BANK *v.* DRESSER.—*Receiver in a Colony.*—This was an application for the appointment of a receiver, in respect of some property of a partnership in New Brunswick.

A partnership firm was trading under the name of Samuel Alexander & Co. On the 1st of September, 1864, the firm mortgaged the partnership property at New Brunswick to secure sums of money not exceeding £10,000, and interest at 10 per cent. to the City Bank. The defendant Dresser was, by the mortgage deed, a trustee for the firm in respect of the mortgage.

Selwyn, Q.C. (with whom was *Swanston*), applied to have a receiver appointed of the property included in the mortgage.

Druce, for a defendant, concurred.

Wickens for another defendant.

Jackson, for Dresser, said that there were no authorities for appointing a receiver in the colonies.

LORD ROMILLY, M.R.—The trustee is in possession. I will appoint him receiver, but he must give security.

Order.—Appoint a receiver, and if the trustee consents let him be the receiver.

June 25.

ELIN *v.* GLEN.—This case came on upon further consideration, the question at issue was whether a legacy bore interest from the date of the testator's death, or at the date of twelve months from his decease.

The arguments turned entirely on the construction of special words in the will and codicil.

Selwyn, Q.C., Southgate, Q.C., Jessel, Q.C., Owen, Lee, Jackson, and *Fischer,* appeared for various parties.

His Lordship held that the intention was that the interest should be paid immediately from the testator's death.

CAMERON *v.* MARQUIS OF CHOLMELEY.—This suit came on upon further consideration, and turned upon a question as to the partial execution of a power.

Selwyn, Q.C., Baggallay, Q.C., Southgate, Q.C., Jessel, Q.C., Boys, Bagshawe, Kekewich, and *Phear,* appeared for different parties.

His Lordship ultimately held that the case was covered by the decision in *Brown* v. *Higgs,* 4 Ves. 708.

MELL *v.* WHITMORE.—This suit came on upon further con-

sideration, the question at issue was whether the surplus proceeds of converted realty reverted to the heir as personalty or realty. It was contended that there was an implied trust to reconvert into realty, which took the case out of the common rule.

Selwyn, Q.C., Baggallay, Q.C., Southgate, Q.C., Jessel, Q.C., Prendergast, Lewin, and *O. Round,* appeared for various parties.

His Lordship held that the usual rule, as settled in *Ackroyd* v. *Smithson,* applied to this case.

WHITE *v.* YOUNG.—This cause came on upon further consideration. The question at issue was whether a trustee had, by refusing to render accounts, made himself personally liable to costs.

Jessel, Q.C., Humphries, Speed, and *Tripp,* appeared for different parties.

His Lordship held that the trustees had so far resisted giving accounts that they must be liable for costs.

WALLIS *v.* SIMPSON.—This was an administration suit. A testator specifically devised three properties in Gainsborough, situate respectively in Bridge-street, Albion-place, and Southend. The will contained a charge of debts on real estate, and a trust as to, for, and concerning Albion-place and Bridge-street absolutely, to sell and dispose of either of them, and to apply the proceeds first in payment of debts, and afterwards as directed by the will. A decree was taken by consent, and the cause came on for further consideration. A question arose on the construction of the above-mentioned clause.

Selwyn, Q.C., and *Bovill,* contended that all the three properties ought to contribute equally.

Southgate, Q.C., and *E. E. Kay,* contended that the Southend property was not liable to contribute till the other estates were exhausted. The word "either" there meant that both those estates should be exhausted before Southend was touched.

Selwyn, in reply, referred to Johnson's Dictionary, Edition of 1833, which explained "either" to mean one of two, not both.

LORD ROMILLY, M.R.—The effect is to charge both the properties, and to give the trustees a discretion as to the sale. The result is, that Southend is not to pay till the other estates are exhausted.

June 28.

GIBBONS *v.* LONDON AND BLACKWALL RAILWAY COMPANY.—This was a partition suit, and involved the title of the defendants to certain lands, which they had purchased. It was shown that the vendor claimed by virtue of a conveyance from a married woman, tenant in tail, which had not been enrolled within six months from her acknowledgement of the deed. The only question raised by the defendants was, whether, admitting the acknowledgment by the woman to have taken place more than six months before enrolment, it was a necessary presumption that full execution had not taken place within the period required by law.

Jessel, Q.C., and *Swanston,* for plaintiff.

Baggallay, Q.C., and *Dickins,* for defendants.

His Lordship held that, when the woman's consent was taken, it must be presumed that the deed was completely executed, and as enrolment had not followed in due time, the plaintiffs must have a decree with costs.

Solicitors, *J. G. Waugh; Pearce, Phillips, & Pearce.*

BOVILL *v.* BIRD.—*Motion—Injunction—Laches.*—This was a motion for an injunction to restrain the defendant from infringing the plaintiff's patent for grinding corn.

Baggallay, Q.C., and *Druce,* supported the motion.

Selwyn, Q.C., Little, and *Watkin Williams* cited *Bovill* v. *Crate,* 1 L. R. Eq. 389; *Bridson v. Benecke,* 12 Beav. 1, on the ground of delay, and showed that the alleged infringement had taken place in January, 1865, while the plaintiff had delayed filing his bill until the present month of June, 1866.

His Lordship said that he could not grant an *ex parte* injunction in this case. Motions of this sort ought to be made in reasonable time, and he must refuse the application. The costs, however, might be costs in the cause.

Druce called his Lordship's attention to the difficulty in which the plaintiff was placed. If he proceeded against every one at once his conduct would be exposed to the observations which had been made against the plaintiff Foxwell in the Sewing Machine cases; while, if he did not do so, he lost his injunction against a great number of the infringers.

His Lordship admitted the hardship, but said that it was a necessary consequence of the present state of the patent laws. He could not grant the injunction asked.

June 29.

LORD BROWNLOW *v.* HUME.—Suit for specific performance. The answer pleaded the statute of frauds; the contract was fully proved by the evidence, but the bill did not disclose the name of the vendor.

Selwin, Q.C., and *Freeling,* for the plaintiff.

Fry for the defendant.—The plaintiff cannot succeed, unless he has alleged a contract as well as proved one. I claim the same benefit of this objection as if I had demurred. The name of the vendor does not appear on the pleadings: *Warner* v. *Middleton.*

His Lordship said the objection was too trifling, and made a decree for specific performance.

MURRAY *v.* LONDON AND COUNTY BANK.—This was a suit by a woman separated from her husband to obtain payment of a certain sum, consisting of savings from her separate estate, but which, owing to a claim by the husband, who had taken possession of the documents relating to the money, and had brought an action on them against the bank, the bank declined to pay over without suit.

His Lordship made a decree in favour of the plaintiff.

CAMERON *v.* CAMPBELL.—This was a suit for dissolution of a partnership and accounts. Formal inquiries were directed.

June 29, 30.

MERRITT *v.* HOWELL.—This was a suit to set aside a deed on the ground of undue influence.

Baggallay, Q.C., and *Eddis,* for the plaintiff.

Cole, Q.C., and *Hardy,* for the defendant, cited *Walker* v. *Smith,* 29 Beav.

His Lordship considered that undue influence was sufficiently proved, and made a decree in favour of the plaintiff.

June 27; July 1.

VYSE *v.* RUTHERFORD.—*Light and air—Laches.*—This was a motion for a receiver of rents, and for relief in damages, on the ground of interference with the plaintiffs light and air.

The suit had come to a hearing in July, 1864, and it was then ordered that the buildings should be finished, with a view to ascertaining the amount of damages. The building was completed in the same month, but the plaintiffs took no further steps until the defendants moved to dismiss in December, 1865, in consequence of which replication was filed, and the suit now came to a hearing.

Baggallay, Q.C., and *Rigby,* for the plaintiff.—There is substantial damage and ground of complaint, but as an injunction would no longer be a convenient remedy, we ask for damages. They cited several recent cases on light and air, and especially *Cotching* v. *Bassett,* 32 Beav. 101; *Yates* v. *Jack,* 1 L. R. Ap. 295.

Southgate, Q.C., and *Simmons,* for the defendant.—The building complained of was substantially completed before the bill was filed—the plaintiffs are precluded from relief by their laches—they cited *Jackson* v. *Duke of Newcastle,* 12 W. R. 1066.

July 1.—The MASTER OF THE ROLLS said that the evidence was very conflicting, and, especially on the ground of delay, he should dismiss the plaintiffs bill with costs.

June 29; July 1.

BROWN *v.* BROWN.—*Election—Settlement—Heir-at-law.*—In this case a female infant had, by antenuptial articles, covenanted to settle real and personal property. No settlement was made in pursuance of the articles. The bill was filed by her heir-at-law for execution of the trusts of the articles as to the personalty settled, and for a declaration of the rights of all parties as regarded the realty.

Pearson, for the plaintiff, contended that the articles not having been followed by a settlement, there was no settlement of the realty away from the heir, and the heir need not elect—he cited *Field* v. *Moore,* 19 Beav. 176; *Campbell* v. *Ingilby,* 1 De G. & J. 393, 21 Beav. 567.

Graham Hastings, for the trustees, took no part in the argument.

Freeling, for the husband, cited *Pulteney* v. *Darlington,* 7 Bro. P. C. 530; *Anderson* v. *Abbott,* 23 Beav. 457; *Willoughby* v. *Middleton,* 2 J. & H. 344. The heir of the wife comes here to claim the benefit of the settlement as to the personalty, and cannot seek to set it aside as to the realty.

July 1.—His Lordship, having taken time to look through the cases, was of opinion that *Anderson* v. *Abbott* applied to these circumstances, rather than *Campbell* v. *Ingilby,* and he made a decree for an inquiry whether it was for the benefit of the infant to elect.

July 1.

DUMERGUE *v.* METROPOLITAN RAILWAY COMPANY.—Bill and answer.—This was a suit for specific performance of an agreement for purchase of land; the suit was heard upon bill and answer, the answer simply admitted the agreement, but denied any evasion of the agreement.

The usual decree was made with costs.

July 1, 3.

RE THE NORTHFIELD IRON AND STEEL COMPANY (LIMITED).—*Company—Winding-up—Carriers' lien.*—This was a summons by the official liquidator of the Northfield Company for delivery up by the Midland Railway Company of goods detained by them.

The Northfield Company was wound-up by an order made on April 21, 1866. The petition was presented on March 22nd. The Northfield Company were indebted to the railway company for the carriage of goods previously to the presentation of

the petition. On the day after the petition was presented, anchors were sent to the railway company for conveyance to Devonport, and were detained by them for the debt.

The railway company defended this detention, on the ground of a special contract with the Northfield Company; but the chief clerk decided that the goods belonged to the creditors immediately after the petition was presented, under the 84th section of the company's act.

The question was thereupon brought before the Judge, and adjourned into Court.

Jessel, Q.C., Wickens, and *Roxburgh,* for the official liquidator of the Northfield Company.

Selwyn, Q.C., and *Speed,* for the railway company.

July 3.—His Lordship held that as the iron company continued sending their goods by the railway, there was an implied contract not to alter the terms of payment; the iron company must pay the back charges if they wanted to get back their anchors. The summons must be dismissed, costs of all parties to be paid out of the estate.

July 4.

TEMPLEMAN *v.* SLADE; SLADE *v.* BIRKLEY.—These were foreclosure suits.—There were complicated questions as to the priority. Various questions were raised and argued as to notice and registration, and as to the extent of the various charges, but there was no decision on any of them, as his Lordship considered that a sale would be most beneficial for all parties, and decreed a sale and inquiries as to priorities.

Selwyn, Q.C., Baggallay, Q.C., Southgate, Q.C., E. K. Karslake, W. Karslake, Prendergast, Batten, T. Hughes, Bovill, and *Rowcliffe* appeared for the various parties.

VICE-CHANCELLOR KINDERSLEY.

RE OVEREND, GURNEY, & CO. (LIMITED).—*Roxburgh* stated that a voluntary winding-up was now agreed on. The aggregate liabilities were £10,000,000, and creditors to the amount of £5,600,000 assented, likewise shareholders to the amount of 56,000 shares. A meeting had been held, at which a voluntary winding-up had been agreed on, with Messrs. Turquand and Harding, as liquidators. A committee had also been appointed of two shareholders (Messrs. Kingscote and Grisell), and one depositor, Mr. Oppenheim. Every one assenting.

The voluntary winding-up, with Messrs. Turquand and Harding as liquidators, was ordered to be continued.

June 22.

TUDOR *v.* BOUCHER.—*Light and air case.—W. Pearson* obtained an interim order to restrain, until the hearing, the carrying on certain building operations at College Hill. Leave being reserved to defendant to move to discharge the order, on giving one day's notice.

RE SMITH'S TRUSTS.—*Petition to appoint new trustees.*—A husband entitled, in right of his deceased wife, to an absolute interest had not administered; he was not served, but had made an affidavit in the matter.

The Vice-Chancellor dispensed with administration.

RE KINGDON'S TRUSTS.—Petition under Lord St. Leonard's Act, for opinion of Court, whether a trustee would be justified in selling certain shares in the Edinburgh and Leith Gas Companies. The service ordered (10 Sol. Jour. 778) having been made.

E. Charles said the shares were £25 each (£20 paid), and were worth about £20 each. The trustee had paid £58 for calls, and asked whether he ought to sell five shares to reimburse himself and provide for the costs of the application (including service in Scotland).

KINDERSLEY, V.C., thought he might sell five shares.

June 24.

RE EUROPEAN BANK.—*Roberts* mentioned this matter on behalf of certain shareholders. A few days since his Honour made an order for the voluntary winding-up of this company, under the supervision of the Court, and the order expressed that the shareholders and creditors were to have one set of costs, on the authority of a case before the Master of the Rolls (*Re Humber Ironworks, &c., Company, ante* 459). A difficulty occurred in drawing up the order, the doubt being whether the shareholders were to have one set of costs and the creditors one set of costs, or whether both conjunctively were to have only one set of costs between them. The shareholders appearing were in fact the successful parties, and they at least ought to have their costs, and the creditors also ought to have one set of costs.

Robinson appeared for certain creditors.

C. Locock Webb for the Alhambra Company petitioners.

Higgins for other petitioners.

Glasse, Q.C., and *Roxburgh,* for the company.

KINDERSLEY, V.C., was of opinion that the shareholders should have one set of costs, and the creditors another set of costs; they in fact withdrew on that footing.

March 22; May 22, 23, 24; June 20, 28.

THE NORTH STAFFORDSHIRE STEEL, IRON, AND COAL COMPANY, BURSLEM (LIMITED) *v.* LORD CAMOYS.—This bill was filed to restrain the defendant, as lessor of the Upper and Lower Grange mines on the Rushton Grange estate, near Burslem in Staffordshire, from proceeding in an action of ejectment to take advantage of an alleged forfeiture of the lease, chiefly on the ground of a working, both as to mode and time, inconsistent with the covenants in the lease; and his Lordship's agent, Mr. Bate, and Mr. Martin, the original lessee under Lord Camoys, from whom the plaintiffs took, were examined *viva voce* in court upon these points.

The facts were these:—In November, 1863, Mr. Martin became lessee with a Mr. Royle, and the lease contained, among other provisions, a clause that the lessees should, within twelve months from the date of the lease, fix on a suitable spot a powerful steam engine, with proper machinery for working the mines and raising the minerals, and draining and unwatering the mines, and a covenant that they should not sink any pit or shaft within 100 yards radius of a principal house indicated on the plan by the letter Z. In January, 1864, the interest of Messrs. Martin & Royle was assigned to the plaintiffs' company, the lease being to commence from the 25th of March, 1864. The company, with the consent of Mr. Bate, went to considerable expense in working the mine, opening shafts, &c., but they did not set up the powerful engine covenanted for. The year expired, and the powerful engine not having been obtained, although some small ones were ordered, Mr. Bate gave notice to determine the lease; and on the 29th March, 1865, this bill was filed, and the motion for this injunction made on the 27th April. The chief ground of equity then was the allegation that the frost had rendered the compliance with the covenants impossible, and also that there was, in fact, an arrangement to substitute new shafts for the previous ones. The injunction was refused; and the bill was then amended and re-amended, and the Lords Justices granted the injunction. Meantime Lord Camoys had brought an ejectment, and the case now came on at the hearing.

On the evidence there was some discrepancy, the plaintiffs contending that there had been an actual agreement to substitute new shafts, and that Mr. Bate had stood by and encouraged the expenditure, and, by negotiating for a lease of the Grange Farm with the company, had treated them as tenants. There was also a question whether one of the shafts was or not within 100 yards radius from the principal house Z., and whether Mr. Bate knew of that fact or not.

Glasse, Q.C., and *W. W. Mackeson,* appeared for the plaintiffs.

Baily, Q.C., and *W. W. Cooper,* for Lord Camoys.

KINDERSLEY, V.C., entered into a most minute consideration of the facts and arguments, observing that the points as to the frost and substitution were, in fact, not argued. There had been two breaches at law—one by the non-erection of the powerful engine and sinking the two main shafts within the time specified, the other as to the sinking the shaft within the 100 yards radius. It was admitted that if a covenantee stood by and permitted the covenantor to spend money, although he knew that the covenant was not being performed, that alone was not a sufficient ground for the interference of a court of equity. But if Mr. Bate negotiated with the company at a time when he knew the covenant could not be performed, this Court would interfere. As to this there was considerable conflict of evidence concerning the erection of the engine, but his Honour would assume that an engine could be purchased ready, and therefore the real question was the fixing and the building of the engine-house. No doubt the company were guilty of great fault and omission, and had almost wilfully violated their covenants, but the question being whether Mr. Bate had encouraged them to go on and spend money, knowing that the covenant could not be performed, his Honour thought that he had, at least so far as to lead them to infer that the breach would not be taken advantage of. Between the 6th of January and the 25th of March, on the evidence, it could not be done, and therefore on that question the plaintiffs were entitled to the injunction. It was said that Mr. Bate had no authority to waive a covenant. No doubt he had not, but he could negotiate for leases, and he did so on the footing of an existing lease, and therefore that came to the same thing. As to the other breach, of sinking within 100 yards radius, that was clear; and the only question was whether Mr. Bate knew of it. His Honour thought that he did not, and therefore that was sufficient to disentitle the plaintiffs to relief; and, as judgment had been recovered in the action, the bill must be dismissed, but, considering that the plaintiff had succeeded on one of the two grounds, without costs, and execution would issue.

Glasse Q.C., then asked to stay execution, pending an appeal.

KINDERSLEY, V.C., gave till the second day of Hilary Term, 1867, without prejudice to any appplication by Lord Camoys with respect to the plaintiffs' undertaking as to damages, with liberty to apply. He hoped the parties would come to some arrangement.

Some arrangement was made as to paying the arrears of rent.

Solicitors, *Ward & Mills; A. E. Francis.*

June 26, 27, 28, 29.

BRANDON *v.* BRANDON.—This suit (one of eleven) was instituted in 1820, and now came for final further consideration. Mr. Brandon, the testator, was possessed of very large property, chiefly realty, and situated at Walworth, Kensington, and elsewhere, and the nature of it was such as, coupled with doubts arising upon his will, gave rise to the litigation which has been continuing for so many years.

The testator was tenant in common with his brother of the Walworth Manor estate, and there was an intestacy as to some portion thereof, which increased the difficulties, and the questions became very numerous. Inquiries were directed, receivers appointed, and masters' reports made; interlocutory applications were made from time to time, besides orders to revive, and the ordinary progress of the numerous suits. On many of these questions the case has been reported, particularly with regard to a question of merger (see 7 W. R. 250, 8 W. R. 112, 9 W. R. 825). One of the receivers became a defaulter, and one of his sureties (a Mr. Glover) was made liable, but declared entitled to a lien; and various points arose as to costs. The property being divisible into seventy-two shares, many of those shares had been dealt with by way of sale or mortgage, and this circumstance had involved the case in considerable complication. It naturally flowed from such a condition of things that the costs have been enormous, but the income was now stated to be about £4,000 a-year, and there was one tenant for life still living, and several infants interested. *Inter alia*, an order had been made that the trustees should hold meetings for the purpose of discussing matters relating to the estate, and there was also another order for the annual taxation of the costs. On the cause now coming on for further consideration, the minutes being very voluminous, many questions were raised, amongst others whether certain sums were received by the receiver as receiver; whether the Court could direct a sale, there being no power given by the will, in terms; whether the different parties were to have their costs out of their own shares or out of the general fund; and whether further consideration should be still reserved, or this present hearing be final?

Baily, Q.C., and *B. Hardy*, for the plaintiffs.

J. H. Palmer, Q.C., and *Langworthy*, for thirty-seven defendants.

Anderson, Q.C., and *Walford*, for Sir Samuel Bignold, Mrs. Bull, and Mr. Mawe, having interests in the estate.

E. R. Turner for Thomas Brandon.

Luck for Mr. Simpson and another defendant.

Glasse, Q.C., and *Cracknall*, for Mr. Glover.

Elderton for Moses and Withall.

J. T. Humphrey for Mr. and Mrs. Mogg.

George Druce for other defendants.

KINDERSLEY, V.C., referred to the case in some detail, and said that, considering the complication, which he had never seen equalled, he had seldom met with a case where the parties having the management of it had conducted themselves with more propriety, and so as to save costs which, large though they were, they might have made ten times greater. As to the payments to the receiver, he thought they were not made to him as receiver. As to the sale of the property, however the Court and every one might desire it, that could not be done now; and, as to the further consideration being still reversed, it would be as monstrous as it was unnecessary; there was nothing to reserve, liberty to apply by petition or otherwise would be quite sufficient. Inasmuch as the order for the annual taxation of costs was mixed up with the order as to the meetings of the trustees, the whole order must be allowed to drop, and a new one made as to the costs in the same terms; with respect to the costs of sales that were in fact *res judicata*, and a mere carrying out of orders already made, had it been *res nova* his Honour would have had some doubt, but, as it was, the plaintiff must pay them; the mortgagors were not entitled, however, as against Mr. Glover.

Solicitors, *Parker, Rooke, & Parkers; Tbrr, Janeway, & Tagart; Webb; Mawe; Greenfield; Pawle & Co.*

June 29, 30.

RE THE SEA AND RIVER MARINE INSURANCE COMPANY (LIMITED).

Winding-up—Small Number of Shareholders.

This was a petition by an allottee of shares for the winding-up of the company. Soon after the incorporation of the company an amalgamation had been projected with the Insurance Corporation of Great Britain, and the petitioner, who was desirous of being appointed second underwriter to the insurance corporation, applied for and was allotted 200 shares in the Sea and River Company, in order to secure the support of its directors. His deposit-money was, subsequently, at his request, paid over by that company to the insurance corporation. There were but seven shareholders, and only 590 shares had been subscribed for. No business appeared ever to have been carried on by the company, and there were no debts. Since the filing of the petition a voluntary winding-up had been resolved on at a meeting.

Morris, in support, referred to *Re Strand Hotel Company*, 10 Sol. Jour. 807.

Glasse, Q.C., and *F. A. Burgett*, for the respondent, cited *Re Natal Company*, 1 H. & M. 639.

KINDERSLEY, V.C., said that, in the latter case, there were nine shareholders and a possibility of debt, here there were only seven shareholders and no debts. Unless, therefore, he overruled that case, he must dismiss this petition with costs. The fact of there being a proposal of amalgamation (a circumstance which always complicated a winding-up), together with the conduct of the petitioner, who had applied for his shares with a view to an appointment in the other company, to which company his money had been paid over, and who had consequently no right to come and ask for the winding-up of this company. These facts furnished additional reasons for dismissal on all grounds; therefore the petition must be dismissed with costs.

Solicitors for the petitioner, *Ashurst, Morris, & Co.*

Solicitors for the respondents, *Howard, Dollman, & Lowther.*

July 2.

JENKINS *v.* BUSHBY.

Production of documents—Privileged communications.

This was an adjourned summons for production of documents, in a suit to restrain the defendants from mining for coal on land which the plaintiffs claimed as part of their manor. The question in the suit was one of boundaries.

The only documents respecting which the contention is of any importance were—

(1). Letters between one Dods (bailiff or land-steward to Mr. Grant, the defendant's predecessor in title), and the defendant's solicitors.

(2). Letter-books of the defendant's solicitors.

(3). A case and opinion of counsel, with reference to a former litigation between Mr. Grant and the Duchy of Lancaster.

(4). Certain letters which had passed between the co-defendants, in course of being forwarded to the solicitors.

Stiffe Everitt for the plaintiffs.

Dunning, for defendants, cited, as to 1 and 4, *Walker* v. *Wildman*, 6 Madd. 47; *Bunbury* v. *Bunbury*, 2 Beav. 173; *Carpmael* v. *Powis*, 2 Beav. 173; *Reed* v. *Langlois*, 1 M. & Gor. 638; *Hooper* v. *Gumm*, 2 J. & H. 207, 10 W. R. 644.

As to (3), *Flight* v. *Robinson*, 8 Beav. 22; *Holmes* v. *Baddeley*, 1 Phill. 476; *Combe* v. *Corporation of London*, 1 Y. & Coll. 631; *Penruddock* v. *Hammond*, 11 Beav. 39; *Walsingham* v. *Goodrick*, 3 Hare, 122; *Woods* v. *Woods*, 4 Hare, 83; *Calley* v. *Richards*, 19 Beav. 405; *Lawrence* v. *Campbell*, 4 Drew. 496, 7 W. R. 336.

Stiffe Everitt, in reply, disputed the application of *Walker* v. *Wildman (ubi sup.)*, and the cases based upon it.

As to 4, he cited *Goodall* v. *Little*, 1 Sim. N. S. 155. [KINDERSLEY, V.C.—Was not that the case merely of a communication from A. to B., to be afterwards communicated by B. to his solicitor?] He submitted that that information in a letter which, as between co-defendants merely, would not have been privileged, could not be made so by a mere direction to forward to the solicitor.

As to the case and opinion of counsel, he submitted that, having reference to a different litigation, they could not be privileged: *Greenlaw* v. *King*, 1 Beav. 137.

KINDERSLEY, V.C., said that, the letters between Dods and the solicitors (1) were distinguishable into two classes, viz.:—

(a). Correspondence between Mr. Grant and his solicitors, in which Dods was made use of as a mere channel of communication.

(b). Letters from the solicitor to Dods, asking him to obtain information from the client.

The former were clearly privileged, and the latter clearly not so.

As to the correspondence between the defendants (4), he thought that in this case a defendant had written a letter to the solicitor and was desirous that the defendant should see it first; he thought a communication of this kind was clearly privileged.

As to the letter-books (2), they were not the property of the client. If the client possessed *copies*, he must produce them, but he could not order him to produce what he might be utterly unable to command.

Lastly, as to the case and opinion (3). Opinions of counsel were always privileged. The *case* had reference to a previous litigation between Mr. Grant and the Duchy of Lancaster, but the *dispute* in this suit was going on at the time. He knew of no case precisely in point; he thought, however, that the interests of mankind required that such a communication should be privileged.

Solicitor for the plaintiffs, *Hacon.*

Solicitors for the defendants, *Meredith & Lucas.*

LEE *v.* BLIZARD.—The questions in this suit arose upon the will of John Lee, who had framed that instrument and then altered it, which created the difficulty. The testator gave three annuities, one to his wife, another to his daughter, and another to his grandson; and directed that certain sums should be appropriated for insurances and repairs. And as to the residue, after the decease of the three persons above-named, he gave all his real and personal estate to his great-grandchildren living at his grandson's decease at twenty-one. The question was whether the surplus income, after paying the annuities, passed with the *corpus*.

Baily, Q.C., and *Schomberg*, for the plaintiffs.

Glasse, Q.C., and *Springall Thompson*, for the trustees.

Edmund James, for the daughter. *Roberts*, for the mortgagee.

KINDERSLEY, V.C., said that he could not give the surplus income to annuitants; he was bound to protect the interests of the unborn children, and his opinion was that the gifts embraced both the *corpus* and the unappropriated income. There must be liberty to apply.

VICE-CHANCELLOR STUART.

June 25.

COLEBY *v.* COLEBY.

17 & 18 *Vict. c.* 113, (*Locke King's Act*)—*Exoneration—Payment.*

A promissory note accompanying an equitable mortgage by way of collateral security is not an indication of an intention on the part of the mortgagor that his land should not be primarily chargeable in case of intestacy. Where the heir-at-law voluntarily, and not at the request of the administratrix, pays the intestate's funeral expenses, he is not entitled to be recouped out of the personal estate.

This was an administration suit, instituted by the Rev. George Coleby, of Coleby Rectory, near Aylsham, for the administration of the estate of his brother, one Thomas Taylor Coleby. The usual decree for inquiries as to next of kin, and for an account, had been made, and the case now came on upon further consideration upon the certificate of the Chief Clerk—first upon a question as to the liability of the intestate's real estates to bear the burden of an equitable mortgage, accompanied by the collateral security of a promissory note; and secondly, upon the right of the plaintiff to have certain moneys recouped to him which had been voluntarily expended by him in defraying the intestate's funeral expenses. The plaintiff was the heir-at-law of the intestate, and as such became entitled to his freehold estates. He was also one of the next of kin, but letters of administration had been taken out by the defendant, the intestate's widow.

The Chief Clerk had found the personalty to amount to £1,260 15s., and that at the time of the intestate's death he was indebted to one Henry Dixon Smith in the sum of £400 and interest, secured by a promissory note and a deposit of title deeds relating to certain freehold houses which formed part of the intestate's real estates; that the memorandum of agreement accompanying the deposit of the title deeds stated the said deposit of title deeds to be by way of collateral security to the promissory note; that the plaintiff had paid the said sum of £400, with interest and costs, making altogether the sum of £447 17s., and claimed to be repaid out of the personalty. The certificate further found that the funeral expenses of the intestate, amounting to £49 7s. 6d., had been paid by the plaintiff, and that he claimed to be repaid the amount; and the affidavit of the plaintiff stated that "it had been his intention to have paid the intestate's debts and funeral expenses out of his own pocket, but circumstances had since transpired which had induced him wholly to alter that intention."

Hinde Palmer, Q.C., and *Boyle*, for the plaintiff, contended that, although an equitable mortgage doubtless fell within 17 & 18 Vict. c. 113 (Locke King's Act), yet that in this case the promissory note given as a collateral security brought the case within the exception provided in the Act. It was an evidence of a contrary intention, and that it was not intended to make the lands primarily liable to the payment of mortgage debts.

STUART, V.C.—On this part of the case it will, I think, be needless to call upon the defendants. The contents of the documents do not sustain the arguments. It seems to me precisely a case within the Act. What is your case upon the funeral expenses?

Hinde Palmer, Q.C.—It is clear we are entitled to have them refunded. The plaintiff is in the position of an executor who has received assets, and is entitled to deduct them.

Malins, Q.C. (*Chapman Barber* with him).—Quite the contrary. The defendant is the widow and administratrix of the intestate, and as such received his assets. The plaintiff voluntarily paid the amount. He was in no way desired to do so, and he is not entitled now to recall his bounty.

STUART, V.C.—I think the plaintiff clearly paid these funeral expenses as an act of bounty, and as such he cannot recover them. As the case has failed, both as to the funeral expenses and the claim against the operation of Locke King's Act, the costs, so far as they have been incurred upon this argument, must be paid by the plaintiff.

M. Cookson, for one of the next of kin.

Solicitors for the plaintiff, *J. & W. Butler.*

Solicitors for the defendants, *J. E. Dale & Price*, Bolton; and *Filder*, for *W. J. Scott*, of North Walsham.

June 28.

IN RE THE CONSOLIDATED BANK.—*Swanston*, for three petitioners, asked leave to withdraw their respective petitions for winding-up this company.

The Vice-Chancellor granted the application.

June 29.

IN RE THE CONSOLIDATED BANK.—*Greene, Q.C.*, and *Swanston*, moved to discharge an order for winding-up this company obtained by one Partridge, and which was subsequently suspended pending certain negotiations which were being carried on for re-establishing the bank.

Malins, Q.C., and *Cracknell* consented.

The Vice-Chancellor granted the application.

WILLIAMSON *v.* CITY BANK.—This was a bill for an account in respect of certain charges for interest, made by the defendants, who were mortgagees of the plaintiff. The case turned wholly upon the construction of a particular agreement by which the bank, in consideration of the postponement of certain mortgages, agreed to pay off some earlier mortgages and, as alleged, to charge interest only on a portion of the sums claimed by them.

Malins, Q.C., and *Graham Hastings*, for the plaintiff.

Bacon, Q.C., and *Jackson*, for the defendant.

The Vice-Chancellor, without calling on the defendants, dismissed the plaintiff's bill, with costs.

June 30.

EDMUNDS *v.* LORD BROUGHAM.—In this case, the particulars of which will be remembered by our readers,* it was arranged that the defendant should pay the mortgage debt of £5,000 and interest amounting to £505 16s. by the 14th July next, and should also pay the costs of the suit. The estate to be reconveyed to the defendant, and the offensive paragraphs in his answer to be expunged.

Malins, Q.C., and *J. Napier Higgins*, for the plaintiff.

Bacon, Q.C., and *E. K. Karslake*, for the defendant.

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10 Sol. Jour. 293, 338.

HUDSON *v.* BENNETT.—The bill in this suit was filed to restrain the defendants from using a certain trade mark, as a colourable imitation of that used by the plaintiff. The plaintiff carried on the business of a bitter ale bottler, under the name of Dawkes & Co., and the defendants carried on a similar trade. The defendants consented to a decree for the plaintiff, the whole question now before the Court being one of costs arising from the refusal of the plaintiff to accept the offer of the defendants unless the expense of certain apologetic advertisements were paid by them.

Malins, Q.C., and *Mackeson*, for the plaintiff.

Bacon, Q.C., and *J. E. Woodroffe*, for the defendants.

STUART, V.C., without calling on the defendants, said that the proposal made by the defendants after the *interim* injunction had been obtained was a very fair one, and ought to have been accepted by the plaintiff, and that, under the circumstances, he should decree both parties to pay their own costs.

Solicitor, *C. Wilkin.*

July 3.

ROUGHTON *v.* CITY OFFICES COMPANY.—This was a bill for the specific performance of a contract to purchase an estate, the purchaser refusing to pay the full purchase-money bid, on the ground of misrepresentation by the auctioneer as to the amount of retain mortgages on the property.

The statement of the defendant was that at the auction the auctioneer represented the charges on the property to be *about* £900, but that they really amounted to £1,080.

His Honour considered the evidence insufficient to support the allegation, and dismissed the bill with costs.

Malins, Q.C., and *W. C. Harvey*, for the plaintiff.

Bacon, Q.C., and *Rudge*, for the defendant, were not called on.

Solicitors, *Ashurst, Morris & Co., Lewis & Sons.*

SLATER *v* BROOKBANK.—This was a suit for the dissolution of a partnership under the following circumstances:—The plaintiff was a silk manufacturer, and the defendant a commercial traveller in a good situation, and in January, 1865, they entered into partnership on the basis of the following memorandum:—"Agreement made 28th January, 1865, between John Slater and Joseph Brookbank to enter into partnership on 12th February, 1865. Deed of partnership to be drawn up and signed by 12th February. Profits to be equally divided. Five per cent. interest for capital employed." Subsequently a draft deed of partnership was prepared, with a clause stating the partnership to be for seven years. This term, however, was altered by the plaintiff to five years, and consequent upon the proposed alteration, and some further misunderstanding between the parties, no deed of partnership was executed. The plaintiff gave notice to the defendant on the 25th of May, 1865, to terminate the partnership, and now maintained that the original agreement created a partnership at will only, and asked that it might be dissolved. He treated the reference to the term of years in the subsequent draft as not binding upon him, and as negotiatory only. The defendant, on the other hand, maintained that a seven years' partnership was always intended.

Malins, Q.C., and *B. B. Rodgers*, for the plaintiff.

Craig, Q.C., and *J. Napier Higgins*, for the defendant.

STUART, V.C.—I think there is not sufficient evidence to show that this partnership was more than a partnership at will.

Decree that the partnership be dissolved and the usual account taken. There will be no costs on either side.

Solicitors, *Glynes, Edell, & Glynes.*

VICE-CHANCELLOR WOOD.

June 29.

LEIGHTON *v.* TAVISTOCK IRON WORKS AND STEEL ORDNANCE COMPANY (LIMITED).

This was a motion to restrain the defendants from preventing the plaintiff from taking possession of certain mortgaged premises, and from disturbing such possession after the same should have been taken.

By indenture of mortgage of the 11th October, 1864, the company mortgaged to Codrington Thomas Parr the premises in which they carried on their works, and also (according to the statement in the bill) their plant and stock-in-trade. By indenture of 15th April, 1865, this mortgage was transferred by Parr to Philip Henry Benett. At that time the plaintiff was in China, and the bill alleged that Benett was his agent in England, but with no authority to execute deeds on his behalf. The bill alleged that the mortgaged property was vested in Parr solely as trustee for one Henry Alers Hankey, with whom the plaintiff had business relations, and that it was arranged between Hankey, Parr, and Benett that the mortgaged premises should be vested in Parr as a trustee for the plaintiff if certain bills drawn on him by Hankey were paid at maturity, and as a trustee for Hankey in the event of the bills being dishonoured. Benett and Hankey were, it was alleged, at the time of these transactions, and at the time of the filing of the bill, directors of the company. Benett transferred the mortgage to John Graves, who, after plaintiff's return to England, by indenture of 25th May, 1866, which recited that Benett had taken the transfer of 15th April, 1865, as a trustee for the plaintiff only, Graves assigned the mortgaged premises to the plaintiff by the direction of Benett. On the 30th May last the plaintiff put a man named Miller into possession of the mortgage premises, but this man was forcibly ejected. The plaintiff thereupon filed his bill for foreclosure or sale, and for the injunction now moved for. The bill alleged that the company had forcibly ejected Miller, and continued to keep plaintiff out of possession in collusion with their judgment creditors. The defendants, in their evidence, did not meet the charges as to collusion, &c.

A. E. Miller, for the plaintiff, contended that the collusion must be taken to be confessed. The mortgagors had no right thus to take forcible possession. The bill was filed on the 19th inst., and the defendants had had plenty of time to meet the plaintiff's case.

Rolt, Q.C., and *Gill*, for the defendants, submitted that this was a singular thing to ask for, and that no order could be made in the incomplete state of the evidence. They had not had time to answer the plaintiff's affidavits.

WOOD, V.C. (without calling for a reply), said that the only question was what was to be done until the Hearing, and whether there was any risk to be run in the meantime? The defendants not having acceded to his proposition that they should undertake that their manager should act as receiver in the cause, the order would be this: The motion to stand till this day fortnight, and the company declining to undertake that their manager should act as receiver in the cause, order a receiver to be appointed, such manager to be the receiver without salary and without security.

Solicitors for the plaintiff, *Courtenay & Croome.*

Solicitors for the defendants, *Cunliffe & Beaumont.*

FORD *v.* FORD.—Motion to restrain defendant from representing himself as "formerly of 42, Oxford-street."

The bill was filed by the order of Thomas Ford, who was the brother of the defendant Henry Ford. The two brothers had carried on business in partnership, but the partnership was dissolved in 1857. In 1859 defendant was bankrupt. Since that time he had once been bankrupt and had once compounded with his creditors. After the first bankruptcy he was employed as shopman to Thomas till 1863. Since that time he had carried on business at Whitechapel and at Brompton, and had lately set up a shop in the Edgware-road. He then began by adopting the same form of advertisement as that adopted by the plaintiff (whose husband had died in 1864, leaving the business in Oxford-street to her). The resemblance was made closer and closer, and on the occasion of the plaintiff removing to another house of business, defendant proceeded in his advertisements to "thank those ladies who had so long favoured him with their patronage," and also to describe himself as "formerly of 42, Oxford-street." The defendant alleged a secret partnership with his late brother, commencing from the time of the dissolution in 1857; but it appeared that in his examination in the bankruptcy of 1859 he swore that down to that time he was in no partnership. He also alleged that he was the originator of the business, which his brother carried on. An *interim* injunction had been granted.

Rolt, Q.C., and *A. G. Marten*, for the plaintiff.

E. K. Karslake and *W. W. Karslake*, for the defendant.

WOOD, V.C. (without calling for a reply, except as to the wording of the order), said this was one of the plainest cases he had ever had. It was a gross attempt at fraud on the part of the defendant, who had not been connected with the business for the last eight years.

His Honour, after going into the evidence in detail, continued the injunction to the hearing of the cause, making a slight alteration in the terms of the order.

Solicitors for the plaintiff, *Dod & Longstaffe.*

June 30.

RE EUROPEAN AND AMERICAN FINANCE CORPORATION.

Kekewich appeared in support of a petition for winding-up this company on the ground that it ought to be deemed to be unable to pay its debts.

Giffard, Q.C., and *Eddis*, for the company, resisted the winding-up order on the grounds that the petitioning creditor had not made a demand under the 80th section of the Companies Act, 1862, and that there was a large portion of the capital not called up. The petition ought to stand over for the directors to make a call.

Kekewich in reply.—The company, for a year, have been living on borrowed capital.

WOOD, V.C., made the order, but directed that there should be no proceedings taken under it for three weeks, and gave the directors liberty to make a call.

July 3.

COOK *v.* TIBBS.—Further consideration and summons and petition.

A question arose as to the costs of a certain action of ejectment brought by the receiver in the cause without the authority of the Court, under very peculiar circumstances.

WOOD, V.C., held him entitled to those costs.

Rolt, Q.C., Dickinson, and *T. A. Roberts* appeared.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN).

July 2.

IN RE HOOKE.

This was an application for an order of discharge.

Bagley opposed, and *Reed* supported.

Sykes (solr.) appeared for official assignee.

The opposing creditor in this case was Mr. Kightley, a solicitor, and the bankrupt was a butcher carrying on business in Camden Town. The complaint was that the bankrupt had obtained a loan from Mr. Kightley, upon the representation that his property was unencumbered, whereas, in truth, he had executed a bill of sale, in favour of his brother, over the whole of it. Three days before the bankrupt filed his petition the brother took possession, and there were no assets whatever for the general body of creditors.

Evidence having been given in support of the opposition, the Court held that the bankrupt had been guilty of a wicked fraud, and sentenced him to be imprisoned in Whitecross-street for the period of three calendar months.

July 5.

IN RE A. W. RIXON.—Mr. Augustus William Rixon was a solicitor having offices in Victoria-street, Westminster, and this was a first meeting for examination and discharge.

Laurance (solr.) appeared for the assignees, the bankrupt was not represented.

Mr. Rixon was adjudicated a bankrupt upon the petition of Mr. Harding, the official liquidator of the Joint Stock Discount Company (Limited), and at the first meeting proofs were presented and admitted to the extent of £11,900. The debts and liabilities would appear to be about £110,000; but, in consequence of the voluminous nature of the accounts, a detailed statement has not yet been rendered.

Laurance for the assignees consenting, further time was granted to the bankrupt for the completion of the necessary accounts.

COURT OF PROBATE (IRELAND).

(Before Judge KEATINGE.)

MOST REV. PAUL CULLEN *v.* RICHARD KEILY.

This was a suit to establish the will of the late Miss Margaret Keily, formerly of the city of Cork, who died near Cappoquin, in the County of Waterford, on the 5th February, 1866, leaving property to the extent of about £8,000, chiefly in National Bank shares. The plaintiff, Cardinal Cullen, is the executor named in the will of the testatrix made on the 2nd March, 1865, and the defendant is the surviving brother and sole next of kin of the deceased. It appeared that in November, 1864, Miss Keily executed a deed vesting all her property in trustees for the benefit of the Trappist Monks residing at Mount Melleray, in the County of Waterford, where, for some time previous, she had resided in immediate proximity to the gate of the monastery. During the period of her residence there, it was alleged that the Rev. Bernard Fitzpatrick, the "mitred abbot," and other persons, exercised undue influence over her, and induced her to make a will in his (the abbot's) favour, at the time when she was not of competent testamentary capacity. On the death of the testatrix an application was made to the Master of the Rolls for an injunction to restrain the trustees from in any way dealing with the assets. The application was granted, and his Honour directed that proceedings should forthwith be taken to establish the will in the Court of Probate. The will having been propounded, the defendant entered a caveat, and after a considerable time had elapsed, issues were joined between the parties. It now came before the Court on application to fix the date and mode of trial.

Dr. Ball, Q.C., J. B. Kennedy, appeared for the plaintiff.

Mark O'Shaughnessy for the defendant.

KEATINGE, J., observed that he perceived by the newspapers that Cardinal Cullen was not in the country at present, nor likely to return for some time. If he were required to be examined, there would be no use in fixing an early day for the trial.

Dr. Ball.—Really, he knows nothing about it.

O'Shaughnessy.—I think it likely that he must be examined.

KEATINGE, J.—He is elsewhere now, and, I believe, intends to be absent until all the circuits here are out.

O'Shaughnesy.—It is right to say that we would not wish the trial to be delayed on that special account.

KEATINGE, J.—Well, Term begins on Friday, the 2nd November. What do you say if we fix Monday, the 5th November?

Dr. Ball.—That is a very ominous day.

O'Shaughnessy.—*We* are not the plotters.

KEATINGE, J.—Supposing we say Tuesday, the 6th November?

Dr. Ball.—Very well, my Lord.

It was then ordered that the case should be tried on the 6th of November, by a special jury of the county of Dublin.

Solicitors, *J. B. Kennedy; Babington.*

REVIEWS.

The Copyhold Enfranchisement Manual: with the values of Enfranchisement from the Lords Various Rights. By ROLLA ROUSE, Esq., Barrister-at-Law; Author of "The Practical Conveyancer," "The Practical Man," &c. London: Butterworths; Dublin: Hodges, Smith, & Co. 1866.

Scheduled commutations and enfranchisements having been abolished by the Act of 1858 as to future transactions, the previous edition of this *brochure* required to be redrawn, so as to become a complete and exhaustive repertory on this branch of law.

We have before * remarked that until enfranchisement was rendered compulsory, the previous Acts regulating voluntary enfranchisement were but little acted upon. Now, however, that copyhold tenures are being frequently converted into freeholds, Mr. Rouse's treatise will, doubtless, be productive of very extensive benefit; for, it seems to us to have been very carefully prepared, exceedingly well composed and written, and to indicate much experience in copyhold law on the part of the author.

The present edition, like the second, consists of five main divisions:—"1. The Law. 2. The Practice, with Practical Suggestions to Lords, Stewards, and Copyholders. 3. The Mathematical Consideration of the subject in all its details, with Rules, Tables, and Examples. 4. Forms; and 5. Statutes."

The third division is very complete in its details, and supplies rules for calculating values in those cases to which the general tables may not be applicable.

The author considers that the advantages of commutation greatly surpass those of enfranchisement (Preface viii.), and is surprised that this difference has not been appreciated by those interested in copyhold property, since, according to the former method, the law would be freed from the trouble too

* 10 Sol. Jour. 230.

often experienced in fixing the amount of the fines, and more frequent alienations would take place; while the tenant would be relieved from uncertainty of payment, and would retain the advantage of a safe and simple copyhold title. The Copyhold Commissioners have considered that a title by copyhold may be rendered "not only as desirable, but more desirable, than the common freehold, always supposing however that the stewards' fees were fairly but distinctly regulated."

There can be no insuperable obstacle to an equitable adjustment of the stewards' fees; yet we doubt exceedingly whether any modification of the rights and duties of copyholders could be more beneficial to them than the complete commutation of the tenure into socage: and we altogether concur in the opinion recently expressed by Lord Justice Knight Bruce, in a case before him, that "there can be no better instance of the imperfect nature of our civilisation than the existence of copyhold land." While, however, that ancient excresence of feudal civilisation remains, there can be few better introductions to the existing state of the law than Mr. Rouse's *brochure* to the condition of that section of our jurisprudence at present, especially if this treatise is read in conjunction with any of the larger works on the same subject, where the point is one of abstract or unusual difficulty.

Legal and Equitable Rights and Liabilities as to Trees and Woods. By RICHARD DAVIS CRAIG, Q.C. London: Maxwell. 1866.

This is a very convenient little book on a small point, but one of frequent practical importance, and which the intricacies of legislation and decision render dangerous without a guide. Small the question seems to be, and simple as at first sight the right of an owner in his timber appears, the nature of the pitfalls with which the ground is strewn may be judged from the fact that the work before us refers us to no less than 178 decided cases, all more or less intimately connected with the subject.

The arrangement of the work is somewhat novel, and, we think, highly convenient; instead of considering the question according to any attempted classification of woodland rights themselves, the author takes the different relative capacities in which two persons may have claims upon the same woodland, and treats of the mutual rights of such persons. Thus, after a few general observations, we have rights between (ch. 1) Lessor and Lessee; (ch. 2) Tenant for Life and Remainderman; (ch. 3) Tenant in Tail and Reversioner; (ch. 4) Defeasible and Executory Tenants in Fee; (ch. 5) Owners in Joint Tenancy and Tenancy in Common; (ch. 6) Mortgagor and Mortgagee; (ch. 7) Lords of Manor and Copyholders; (ch. 8) Patron and Incumbent; (ch. 9, 10) The Crown and Ecclesiastical Corporations; (ch. 11) The Present and Future Beneficiaries of Charities; (ch. 12) Real and Personal Representatives.

The remaining chapters (ten in number) deal with certain special cases such as windfalls, waste, taxation, criminal proceedings, &c., and the book winds up with a notice, yearly, alas! becoming of increasing necessity in every legal text-book, of the statutory provisions regulating the growth of timber. Whatever else may be thought of the proceedings of the present session of Parliament (on which we offer no opinion), it is at least a satisfaction to know that there is little chance of any of that legislation on matters of common right which, as one of the Vice-Chancellors lately said, "It is impossible either to follow or understand."

On the whole we can cordially recommend the book before us to such of our readers as are or may be interested in its subject.

COURTS.

COURT OF QUEEN'S BENCH.

(After Term Nisi Prius Sittings at Westminster, before the LORD CHIEF JUSTICE and a Special Jury.)

June 29.—*The Queen* v. *Welsh.*—*The Leeds Bankruptcy Scandals.*—The *Solicitor-General* said the trial of this indictment was postponed last term on the application of Mr. Coleridge for the defendant on the ground that Lord Westbury, who was a material witness, was abroad. He felt on that occasion that he could not resist that application, and he had now to make a similar application on behalf of the Crown, viz.: the absence of the most material witness for the prosecution, the Rev. Mr. Harding, vicar of St. Ann's-Hlll, Wandsworth. The affidavits of Mr. Greenwood, solicitor to the Treasury, and others, stated that every possible endeavour had been made to *subpœna* Mr. Harding, but without the slightest possibility of success for the present. That gentleman had left the vicarage and taken away his family, furniture, and servants, but no one knew where he had gone. The beadle, the pew-opener, the police, and the tradespeople had been applied to, but they were unable to give any information as to his whereabouts. Letters by post brought to the vicarage had been forwarded to Mr. Harding's son, 6, New-square, Lincoln's-inn, and Mr. Greenwood wrote to that gentleman enclosing a *subpœna* for his father, but it was returned to him, stating that he was unable to comply with the request.

The LORD CHIEF JUSTICE—Is there any prospect of finding him?

The Solicitor-General—None during the present sittings.

The LORD CHIEF JUSTICE—But what is the use of postponing the trial if there are no means of ever getting the witness?

The Solicitor-General.—Mr. Harding is manifestly keeping out of the way. If the case is adjourned it is hoped Mr. Harding will be found some time or other. We feel it would be a failure of justice to go to trial without Mr. Harding.

Mr. *Coleridge, Q.C.*, could not deny that Mr. Harding was a most material witness, and therefore he ought not to oppose the application.

The LORD CHIEF JUSTICE.—How lately has he disappeared?

Mr. *Coleridge* said he seemed to have gone away purposely to avoid giving evidence on the trial.

The LORD CHIEF JUSTICE said the absence appeared not sufficiently long for him to conclude that it was hopeless to find Mr. Harding, and that in consequence the indictment ought not to be kept hanging over the defendant. The trial, he thought, ought not to be postponed until the next sittings.

Mr. *Coleridge* said, to be candid, he should be sorry to go to trial without Mr. Harding.

The trial was accordingly postponed.

JUDGES' CHAMBERS.

(Before Mr. Justice KEATING).

July 3.—*Breach of promise of marriage—Inspection of love letters.*—A somewhat novel application was made to his Lordship on the part of a defendant in an action for breach of promise of marriage, on a summons praying for liberty to inspect certain letters which he, it was alleged, had written to the plaintiff. The application was made under the Common Law Procedure Act, and an affidavit was produced and handed to the learned judge.

On the part of the lady it was contended that the defendant had no right to see the letters which she had in support of her case. Such an inspection should not be permitted.

Mr. Justice KEATING thought the unfortunate man might see what he had written.

The defendant's attorney said they were written twenty years ago and were said to be in a box. Surely a man might see his own letters.

It was urged on the part of the plaintiff that Mr. Justice Shee had refused a similar application. The defendant wanted to see the plaintiff's case and to dispute his own letters.

His LORDSHIP held that it was an application he should grant, and that every case must depend on its own circumstances.

An order was made for the inspection of the letters.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

July 4.—THE JUDGE-ORDINARY intimated that on Wednesday, the 25th of July, and the three following days, he would take any of the divorce causes without juries in the list which should be ready for trial.

NEW REGULATIONS AT THE JUDGES' CHAMBERS.—Mr. Baron Bramwell is the vacation judge during the summer circuit, and next week will take the business of the three courts under new regulations. Mr. Justice Lush, as the last appointed judge, will be the "long vacation" judge at chambers on his return from circuit,

GENERAL CORRESPONDENCE.

Publication of Banns.

Sir,—I have just received a slip of a country newspaper containing an extract from your Journal, commenting on a statement alleged to have been made by me, at my late visitation, as to irregular publication of banns. As that article conveys an incorrect impression of what I said, and of the circumstances under which I said it, I shall feel much obliged if you will admit into your next number my letter to the *Times* of Saturday, June 23, which was sent to that journal for the purpose of removing any such alarm as you seem to suppose it was my object to create. The fact is that that statement was not part of my charge, but added in a familiar manner, and so understood by the clergy (of the deanery of Bristol) to whom it was addressed, and to whom I also stated what was *then* my belief, though it is not so now, that the irregularity was cured by a later enactment, which legalised marriages solemnised irregularly without wilful intent, though it made the clergyman answerable for the irregularity. I also advised the clergy not to alter the practice they had been accustomed to follow till they should hear of it from better authority than mine.* A Royal Commission and a Committee of Convocation have been for some time at work (the one on the law of marriage and the other on banns), as also a Committee of Convocation, lately appointed, on variations introduced into the privileged Prayer-books from the sealed (that is, the authentic) book. You do not seem to be aware that the rubrics relating to banns in the Prayer-book now universally in use are not the *genuine* rubrics, having been *falsified* by the privileged printers under a misunderstanding of the Acts of Geo. 2 and Geo. 4. If you are not convinced of this by the reasons given in my letter to the *Times*, perhaps you may be better satisfied with the opinion of Baron Alderson, quoted in the *Times* of Saturday July 12, 1856: "Then came 4 Geo. 4, c. 76, which repealed the previous statutes, and *made further and better provision* when and how banns should be published. The rubric required the publication to be made in that part of the *morning* service when the church was most frequented—viz., after a portion of the Communion Service and before the sermon. *The Act of Parliament continued that:* but inasmuch as, through the negligence of the clergy and bishops, service was *not always solemnised in the morning*, the statute enacted that *in such cases*" (*i.e.* where there was no *morning service*) "the publication should be made in the *evening service* after the second lesson." The same view is adopted by Mr. A. J. Stephens, in his edition of the "Book of Common Prayer collated with the Sealed Books,"† p. 1151, and by everyone, as far as I know, who has examined the question.

Thomas Thorp, Archdeacon of Bristol.

Kemerton, Tewkesbury.

[We append the words of the section in question, so far as they touch this point. The extra-judicial opinions of all the judges in England (a deliberate judgment is a different matter, and, however extraordinary, must be accepted as law) would not persuade us that they bear the sense the Archdeacon attributes to them.—Ed. *S. J.*]

4 Geo. 4, c. 76, s. 2.—"And be it further enacted, That from and after the first day of November all Banns of Matrimony shall be published in an audible manner in the parish Church, or in some public chapel,‡ . . . according to the form of words prescribed by the rubric prefixed to the office of matrimony in the Book of Common Prayer, upon three Sundays preceding the solemnization of marriage, during the time of morning service, or of evening service (if there shall be no morning service in such church or chapel upon the Sunday upon which such Banns shall be so published), immediately after the second lesson; . . . and that all other the rules prescribed by the said rubric concerning the publication of Banns, and not hereby altered, shall be duly observed;" &c.

Production of Documents.

Sir,—The ordinary form of an order for an affidavit as to documents relating to a suit, does not include as of course the clause empowering the party required to produce, to seal up such parts of the documents in his possession as do not relate to the matters in question in the suit. Recently I obtained an order whereby a party was required to make the usual affidavit, but as the Chief Clerk gave no special instruction the clause referred to was never inserted in the order. The affidavit was filed in due time and admitted the possession of documents, but objected to produce them, because they, being books of account, contained entries relating to other business. This is a sufficient affidavit under the circumstances; but had the clause I refer to been part of the order, I might have claimed the inspection which I am now precluded from. Perhaps if the subject was mentioned in your Journal others might be saved by timely precautions from annoyance such as I have suffered. Chancery-lane.

[There is nothing to prevent the writer, if not out of time or otherwise barred, from moving for the production of the documents in question, notwithstanding the claim of privilege, when the defendant will get leave to seal up any parts which he may be entitled to conceal.—Ed. *S. J.*]

The Law Society.

Sir,—In your report of the proceedings of the Law Society at their annual meeting, I observe with much regret that no notice whatever is taken of Mr. Shaen's remarks on law education, nor of Mr. J. A. Rose's able and practical suggestions for reform on several important points, not only connected with the society's private affairs, but also with the public.

It would be impossible for me to attempt to supply this deficiency by furnishing you with an abstract of their remarks; but I wish to make a few observations, partly arising from Mr. Rose's suggestions, the omission of which I regret the more from the fact of the meeting being so small that your paper would be the only medium of communication to the profession at large.

This leads me to ask, Why are the annual meetings of the society so thinly attended? Is there any other body of men exhibit so much supineness relative to matters concerning their corporate welfare? Out of upwards of 2,000 members only between thirty and forty attend; and of these only two made any observations to the meeting.

I can only attribute the small attendance to the fact of the meetings being annual instead of monthly or quarterly, and to there being no report whatever of the members' speeches. Doubtless, if the meetings were held often, this would soon be remedied, but at present, if any member is disinterested enough to sacrifice some of his time in preparing observations, or in suggesting improvements, he is heard by the few only who attend, and there is an end to it.

I have said that members are heard, but I must considerably qualify this statement. The society holds its meeting in the large hall, and to be heard there requires, not only stentorian lungs, but the habit of speaking. The consequence is that little more than an important word now and then is heard, which makes listening almost painful.

The annual meeting of the society lasted forty-seven minutes, but these forty-seven minutes are, to many, the most valuable in the day, being after two o'clock, when few can spare any time; and it is therefore that I suggest, with great deference, that a more appropriate hour should in future be appointed.

In the course of Mr. Rose's observations he regretted that the society had no journal of its own, as all other societies have. To this the Chairman replied that the *Solicitors' Journal* supplied that place; and therefore it is that I crave your indulgence for these observations.

For me to say any words in praise of the patient and courteous manner in which the council listened to such suggestions as were made, would, perhaps, be presumptuous; but, sir, and I hope this remark is in no way disrespectful, it seems to me that the result is much the same as one can suppose would be produced by a man addressing the "Great Sphinx." G. Mallett.

Wood v. Sutcliffe.

Sir,—I find you state in reference to this case* that it was decided by Vice-Chancellor Kindersley, and that he was appointed to the bench in 1852. As the decision in *Wood* v. *Sutcliffe* bears date 3rd December, 1851, there seems to be some inconsistency in these statements—perhaps you can explain them. Inquirer.

[The date 1852 in our note on this case is a mere typographical error for 1851, in which year the change of judges referred to took place.—Ed. *S. J.*]

* And thus continue to solemnize invalid marriages!—Ed. *S. J.*

† Published for the Ecclesiastical History Society, by Harrison, 59, Pall-mall.

‡ The parts omitted refer to the *place* merely, not the *time or manner* of publication.—Ed. *S. J.*

* 10 Sol. Jour. 836.

SURVEYORS' AND SOLICITORS' CHARGES.

Sir,—As your columns are always open to suggestions for alterations, I trust you will kindly allow these facts a space. I will make no comment on them, except to say that, in my humble opinion, some alteration is required.

A case is referred to the Master. It is agreed that a surveyor's report shall be taken. The Master instructs the surveyor, who, in due course, appoints his own time for attending with the solicitors. The surveyor is twenty minutes behind his appointed time, he is engaged half-an-hour in his survey, and we will allow two hours for going to, and returning from, Kensington. His fee for this was £4 4s.

What would the Taxing-Master say to £4 4s. in a solicitor's bill for three hours' work? A SOLICITOR.

Sir,—I have read your report of the addresses delivered at the sixth annual festival of the Solicitors' Benevolent Association, and cannot help thinking that the accoustic properties of the hall where your representative sat are very different from those which prevail where I was located, for I heard literally nothing. The occasion was spoken of as the "solicitors' dinner." There is a slight inaccuracy in this. It should be the *solicitous dinner*. I was very *solicitous* to get something, and, like many around me, failed. The "*waiting*" was admirable—I mean, of course, on the part of the guests. When the managers of the Inns of Court Hotel Company (Limited), again attempt a dinner *a la Russe*, I would recommend them to be less "limited" in their attendants." It would be as well, too, that their attendants should have had some experience, so that, when a bottle of seltzer water is inquired for, the astonished waiter should not ask, as one did, whether the gentlemen said "Chelsea water." Perhaps, had the interrogated said "Yes," the next question would have been, Did the gentleman want it above or below Battersea-bridge? Cork-screws are not very expensive articles of commerce, and, consequently, more than one might be supplied, so that, after making an attempt to break a fork and failing, but succeeding as regards the cork, the inexperienced waiter might not be lost to view for some considerable time, whilst he went in search of a cork-screw. Q.

[We presume that our correspondent accurately states the impression left upon *his* mind by the dinner in question. We are bound, however, to state that his experience does not in the least coincide with ours.—Ed. *S. J.*

APPOINTMENTS.

SIR PETER BENSON MAXWELL, Knt., Recorder of Penang, to be Recorder of Singapore.

WILLIAM HACKETT, Esq., Chief Justice of the Gold Coast, to be recorder of Penang. Mr. Hackett was called to the Bar by the Hon. Society of Lincoln's-inn, in Michaelmas Term 1851.

Mr. ROTHERY, formerly Judge at the Mixed Communion Court at Boa Vista, to be Assistant Justice and Judge of Common Pleas in the Bahamas.

FREDERICK PRIDEAUX, Esq., of Lincoln's-inn, to be Reader on the Law of Real Property, &c., to the Inns of Court. Mr. Prideaux was called to the bar in Hilary Term 1840. The office is the gift of the benchers of Gray's-inn.

WILLIAM LANE JOYNT, Esq., Solicitor, to be Lord Mayor of Dublin.

The following gentlemen have been appointed Commissioners to inquire into corrupt practices at the recent election:—

ALEXANDER STAVELEY HILL, Esq. (I. T., Mchas. 1851), THOMAS IRWIN BARSTOW, Esq. (I. T., Tr. 1845), and ROBERT MILNES NEWTON, Esq. (L. I. Ea. 1847), for the borough of Lancaster.

WYNDHAM SLADE, Esq. (I. T., Mchas. 1850), LUCIUS HENRY FITZGERALD, Esq. (L. I, Hil. 1842), and GEORGE RUSSELL, Esq. (L. I., Mchas. 1853), for the borough of Great Yarmouth.

THOMAS ALLEN, Esq. (I. T., Tr. 1841), FREDERICK JAMES SMITH, Esq. (M. T., Tr. 1843), and MICHAEL WILLIAM O'BRIEN, Esq., Serjeant-at-Law (1862), for the borough of Reigate.

MONTAGUE BERE, Esq. (I. T., Ea. 1850), FRANCIS DAVY LONGE, Esq., and CHARLES EDWARD COLERIDGE, Esq. (M. T., Mchas. 1853), for the borough of Totnes.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Thursday, July 5.

REVISING BARRISTERS' QUALIFICATIONS.

Upon the motion of the ATTORNEY-GENERAL,* leave was given to introduce a bill to amend the law relating to the qualifications of revising barristers.

SCOTLAND.

COURT OF JUSTICIARY.

ABDUCTING A VOTER.

John Douglas and James Irving, of Stranraer, were, on Tuesday, sentenced to two months' imprisonment for the abduction of a voter at the last Wigtonshire election. This was the first case in Scotland under the Corrupt Practices Prevention Act, s. 5.

IRELAND.

APPLYING A PRACTICAL TEST—A WILL DRAWN IN COURT.

A ludicrous episode on Tuesday enlivened the dulness of the case of *Mullarkey* v. *Mathews*, now at trial in the Probate Court in Dublin, before a special jury. After the examination of the plaintiff, who said that he was the drawer of the alleged last will, had terminated, a juror suggested that a practical common-sense test might be applied, which would probably save the time of the Court and enable the jury to arrive more speedily at a decision—namely, to let the witness take a sheet of paper and, in presence of the Court and jury, write out a will from dictation, so that the alleged will might be compared with it. Counsel expressed doubts as to whether such a proceeding would not rather create delay, without throwing any light upon the real matter in issue. The jury, however, pressed the suggestion, and arrangements were made for carrying it out. The witness, an elderly man, put on his spectacles, got out of the witness-box, and having been furnished with a sheet of paper, took his seat at the table under the bench, and prepared to submit to the ordeal. Mr. Joshua Clarke, Q.C., then proceeded, with becoming gravity, to dictate to him as follows, the terms of the imaginary will:—"I, Joseph Clarke"——

Mr. Macdonogh, Q.C., interrupting, said the name should be Joshua.

Mr. Clarke said he preferred substituting the name "Joseph," as he could not tell what might happen, and did not want to be bound by the document. He then proceeded—while the witness slowly wrote, with some anxious inquiries as to the spelling as he went along—"I, Joseph Clarke, do make this my last will and testament. I declare that it is my intention not to bequeath any property of which I may die possessed to Francis Macdonogh, Esq., late M.P. for Sligo." (The drawing of the will was interrupted by a shout of laughter.)

Mr. Macdonogh (with a disappointed air).—I really thought we were on such terms of friendship that I might have expected something.

Judge Keatinge.—Perhaps Mr. Clarke may wish to assign a reason.

Mr. Clarke.—Oh! no, my lord. I'll wait to hear the news from the other side about the Ministry.

The "will," so far as it had been written, was then handed up to the jury, who, putting their heads together, compared it with the alleged will with serious attention, and the juror who made the suggestion expressed himself quite satisfied with the result.

THE NEW CIRCUITS.

In consequence of Mr. Justice Hayes's continuing inability to discharge his functions, the commission for the coming assizes contains the name of Mr. John Thomas Ball, Q.C., LL.D., who, in the Spring Circuit, discharged the duties of judge of assize on the Leinster Circuit, where he is again to preside (with Mr. Justice O'Brien) during the coming assizes.

* Sir Roundell Palmer.

Retirement of Lord Chancellor Brady.

When the Lord Chancellor (who had finished all his business for the present sittings) was about rising,

Mr. Brewster, Q.C., addressing him, said that at present it might be premature for him to make any special observations to his Lordship with reference to circumstances which had lately occurred elsewhere. He had, however, been requested to state, upon behalf of the bar, that they would feel greatly disappointed if his Lordship did not, if it should become necessary, give them an opportunity of expressing, through him, their feelings of respect and esteem for his Lordship.

The Lord Chancellor said that the request was one which he could not refuse to comply with.

His Lordship then retired from court, which was very fully attended by members of the inner and outer bar.

Rumoured Judicial Changes.

Among the resignations said to be about immediately to take place, are those of Master Litton, M.C., Lord Justice Blackburne, and Chief Justice Lefroy. Mr. Napier (ex-Chancellor) is mentioned as likely to be the future Lord Justice of Appeal. The resignation of Mr. Lefroy is commented upon by *Saunders' News Letter* in these terms:—

"The rumour in circulation that the Lord Chief Justice of the Queen's Bench had placed his high office at the disposal of Lord Derby appears to have some foundation in fact. A contemporary has stated, upon *authority*, that the Chief Justice has adopted this course. The only difficulty which we have in accepting the statement absolutely is, that we cannot conceive why an act so natural under the circumstances, so opportune and so prompt, should not at once have been made public. The attempt recently made, for party purposes, to drive the venerable Chief from the high position which he dignified and adorned excited general disapprobation and disgust. The public and the bar would have seen with regret the success of such unworthy tactics; but the voluntary retirement of the Chief Justice, now that the Government has fallen into the hands of a party from whom he would receive all reverence and respect, will be regarded in a very different manner. We are sure we but re-echo the universal feeling when we say that the Lord Chief Justice, whenever he may deem it right to retire from the bench, will carry with him the respect and admiration of all classes of the community. As a great constitutional lawyer, a remarkable judicial intellect, an upright impartial judge, and a refined and courteous gentleman, the memory of Chief Justice Lefroy will long be revered amongst us."

There are various rumours afloat as to the positions likely to be filled by Mr. Whiteside, Q.C., M.P.; Mr. George, Q.C., M.P.; Mr. Sterne Ball Miller, Q.C., M.P.; Mr. John Thomas Ball, Q.C.; Mr. John Edward Walsh, Q.C., Mr. Hedges Eyre Chatterton, Q.C.; Mr. R. R. Warren, Q.C.; Mr. Theobald Purcell, Q.C., and others, but as they must be mere guesses, and the facts will so shortly be known, we do not think it necessary to notice them further. Amongst these rumours we desire, however, to mention one, the realization of which would give the most unmingled satisfaction not only to us, but also, we believe, to almost every member of the profession in Ireland, viz.—that the high post of Irish Chancellor is to be placed at the disposal of Mr. Baron Fitzgerald.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

Pensions Bill.

This bill was introduced into the House of Commons by the Attorney-General in the present session.

It is proposed by the bill, amongst other provisions, to enact that the superannuation allowances to be granted on the retirement of the officers, hereafter to be appointed, of the Court of Chancery, and other courts to whom the Act is intended to apply, shall be ascertained and awarded by the Commissioners of the Treasury according to the principles laid down in the Pensions Civil Offices Act (4 & 5 Will. 4, c. 24), as amended by the Superannuation Act, 1859 (22 Vict. c. 26).

It was at once apparent that the bill, if passed in this shape, would deprive the future taxing-masters and chief clerks in chancery of the superannuation allowances now attaching to their offices, and place them on the same footing, as regards retirement, as the civil officers in her Majesty's service, to whom the Superannuation Acts apply; in effect, reducing their retiring allowances to an amount which, having regard to the important nature of their duties, and the circumstances attending their selection, seems most unreasonable.

The bill, however, passed the House of Commons without any amendment in favour of the officers referred to, although strong representations were made to the Attorney-General on the subject; and the council therefore felt it to be their duty, not only on behalf of the solicitors by whom the offices in question are for the most part filled, but of the suitors, whose interest it is that the business of the Court of Chancery should be efficiently transacted, to prepare a petition, which the Master of the Rolls, fully concurring in the views entertained by the council, obligingly presented to the House of Lords. It was urged in the petition that it is most important and essential in the interest of the public that the offices of taxing-master and chief clerk, the duties of which are of a very responsible nature, should be filled by gentlemen of eminence, who have had large experience in business, and who have attained a position commanding the confidence of the public and of the profession; that to solicitors in such a position, the salaries of these officers would in most cases be less than their professional incomes, and, judging from experience in regard to past appointments, it is believed that solicitors of high qualification will not be induced to accept these appointments if the inducements hitherto held out, of a liberal retiring allowance in case of bodily or mental infirmity, be withdrawn; that it was, in fact, understood that, in consequence of the very onerous duties performed by the chief clerks, there has been, even with the existing inducements, considerable difficulty in selecting gentlemen possessing the necessary qualifications, willing to accept the appointment; that the position of the chancery taxing-masters and the chief clerks, as well as the circumstances under which they are appointed, are so essentially different to the circumstances attending the appointment of gentlemen in her Majesty's civil service, that it is only just and reasonable, apart from its desirableness on public grounds, that a difference should be made in the advantages held out to persons taking the former appointments; for in her Majesty's civil service the offices are held by persons who enter as very young men, at increasing salaries, and there is held out to them the prospect of a retiring pension at a comparatively early period of life, bearing a proportion to the highest amount of salary to which they shall attain; whereas, according to past experience, the gentlemen who have been appointed to the offices of chancery taxing-masters and chief clerks have ordinarily attained to middle age before they have been appointed (the average age of the chief clerks at the date of their appointments being forty-five), and at this age, apart from the risk of infirmity incident to a laborious office, they could hardly expect to attain to the thirty years' service requisite (with the addition for professional qualification) to give them a pension of two-thirds of their salary; and the petition concluded by praying that the House would not pass the bill without providing that the special provisions for the retiring allowances of future taxing-masters and chief clerks in chancery should remain in force.

At the request of the Master of the Rolls, the council caused such amendments to be prepared as were considered necessary to carry into effect the object of the petition, and these amendments were accordingly placed in his Lordship's hands.

The council, however, regret to state that, notwithstanding the able advocacy of the Master of the Rolls and Lord Chelmsford, the amendments proposed were not adopted by the House of Lords.

Legitimacy Declaration Bill.

The object of this bill is to remove doubts that have arisen as to whether the parties, or either of them, in proceedings under the Divorce and Legitimacy Declaration Acts,* are entitled, as of right, to demand that the truth of contested matters of fact shall be determined by the verdict of a jury, and to declare that such is the intent and meaning of the Acts.

The council, on perusing the bill, at once felt its importance, as they considered that the common law right of trial by jury ought only be abrogated by positive enactment, and ought not to be affected by implication arising from the

* 20 & 21 Vict. c. 85; 21 & 22 Vict. c. 93.

doubtful language of an Act of Parliament. They, therefore, prepared a petition, which Mr. Denman was kind enough to present to the House of Commons, submitting that any doubt which may have arisen under the Acts referred to, should be removed by legislative declaration; and that parties, whether petitioners or respondents, in any proceedings under the Acts, or either of them, should be relieved from the expense and delay attendant on appeals to the House of Lords, for the interpretation of the language of the Legislature in Acts of Parliament.

Law Reporting.

The members are already acquainted with the objects of the scheme, lately approved by the bar, for furnishing, at a moderate charge, a well arranged set of reports, as soon as possible after the decisions of the Courts are given, and that the solicitors are represented on the Council of Law Reporting by the nomination of two members of the council of this society: also that the society joined with the Inns of Court in guaranteeing a proportion of the expenses attending the establishment of the new reports. The liability of this society was, however, limited to £150 per annum for two years, when the subject is to be reconsidered, if necessary.

The first monthly part of the new reports was issued in January last, and their publication has continued very regularly up to the present time. It is a matter of much importance that the reporters should have every reasonable assistance in the punctual discharge of their duties, and it is hoped that the solicitors will facilitate the attainment of the objects which the Council for Law Reporting have in view, by lending the reporters such papers as may be required to enable them to prepare their reports with accuracy and dispatch.

It is believed that the scheme has met with general approval, and that the reports have already a large circulation.

Law Classes and Lectures.

At the last annual meeting, the council referred to the proposed establishment of law classes, in addition to the lectures annually delivered to students in the Hall of the society, and a scheme for carrying the proposal into effect was appended to the report then submitted to the members.

The scheme having been approved, the council at once proceeded to select readers, and were fortunate in procuring the services of the following gentlemen:—Mr. Alfred Bailey, conveyancing; Mr. William Markby, common law; Mr. Montague Hughes Cookson, equity.

The classes commenced on the 1st November last, and appear to have given general satisfaction; but, inasmuch as the system on which they were conducted was wholly experimental, the subject is now under consideration, with a view to alterations and improvements being made before the commencement of the next course of readings, should any be found necessary or desirable.

The number of subscribers was 162, and the attendances were, with slight exceptions, very regular.

It was felt at the time the law classes were instituted that the attendance at the lectures might be affected to such an extent as to render their continuance a subject of consideration; but the number of subscribers to the lectures, although diminished, shows the estimation in which they are still held, as a means of removing, in some degree, the numerous doubts and difficulties which beset the student in acquiring a fair knowledge of the subjects with which he must be acquainted before he is permitted to practise as an attorney.

A course of twelve lectures on conveyancing was delivered by Mr. R. Horton Smith, twelve on equity by Mr. E. Charles, and twelve on common law by Mr. Hugh Shield.

The number of subscribers amounted in the aggregate to 118.

The Examinations.

The several examinations have been conducted, as heretofore, in the Hall of the society; and, as regards the preliminary examination, some of the candidates were examined in pursuance of an option given to them at Birmingham, Bristol, Cardiff, Exeter, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Swansea, and York.

The following is the result of the examinations held since the last report of the council was issued:—

Preliminary Examination.—In July, 1865, 92 candidates passed, and 15 were postponed; in October, 135 passed, and 23 were postponed; in February, 1866, 130 passed, and 32 were postponed; and in May last, 151 passed, and 43 were postponed.

Intermediate Examination.—In Michaelmas Term, 1865, 92 candidates passed, and 13 were postponed; in Hilary Term, 1866, 55 passed, and 6 were postponed; in Easter Term, 1866, 121 passed and 3 were postponed; and in Trinity Term last, 118 passed, and 14 were postponed.

Final Examination.—In Michaelmas Term, 1865, 105 candidates passed, and 15 were postponed; in Hilary Term, 1866, 111 passed, and 3 were postponed; in Easter Term, 1866, 78 passed, and 10 were postponed; and in Trinity Term last 111, passed and 23 were postponed.

The names of the candidates to whom, on the recommendation of the examiners, honorary distinction has been awarded, will be found in the appendix to this report.

The profession is much indebted to Mr. John Atkinson, of Liverpool, who, in order to encourage proficiency in conveyancing amongst the law students at Liverpool, has placed in the hands of the society a sum of one hundred guineas, for the purpose of providing a silver medal as an honorary distinction. This sum has, with the concurrence of Mr. Atkinson, been invested in the purchase of £105 London and North-Western Railway £4 per cent. Debenture Stock, the interest of which will be available for the prize.

The regulations under which the prize is to be awarded are similar to those applicable to Mr. Timpron Martin's prize, with the exception that the prize is to be awarded to the candidate who shall have exhibited the greatest proficiency in conveyancing, and passed a satisfactory examination generally.

The examiners have in the course of their duties been compelled to investigate several matters connected with the service and conduct of articled clerks, in some of which it has been necessary that their certificate should be withheld.

Usages of the Profession.

The council have considered and given their opinion on several questions relating to professional usage, such as—

Preparation of certificate of acknowledgment of a married woman, and the necessary affidavit.

Preparation of an annuity grant.

Costs of lease and counterpart.

Preparation of lease or grant in perpetuity of a right of way.

Charges of a steward of a court baron, for searching court rolls and making extracts therefrom.

Preparation of abstract of property in mortgage.

Costs of deed of appointment of property to be brought into settlement in contemplation of marriage.

Duty of a solicitor with reference to production of documents.

Matters relating to Attorneys.

The council have given their best consideration to several complaints which, they regret to state, have been made with reference to the misconduct of attorneys, many of which were not of a character to justify any application to the Court. In some instances the council have felt it to be their duty to interfere, and the names of two attorneys have, at the instance of the society, been removed from the rolls of all the Courts.

An application to the Master of the Rolls, in another case, procured for the creditors of a bankrupt, the payment into Court of a sum of money which had been improperly withheld by the attorney. An attorney has also been suspended from practising in any of the Courts for a period of one year, on a representation made by the society; and two other cases are now pending in the master's office.

The council have been constrained to oppose several cases relating to re-admission, and the renewal of certificates by attorneys.

The attention of the council has also been directed to the proceedings of a society called the Incorporated Commercial and General Legal Advice Association, limited, the objects of which are stated in the prospectus of the association to be, to give to the public prompt legal advice and assistance for the annual subscription of five guineas.

It appeared, on an inspection of the articles of association and other printed papers relating to the association, that the legality of its objects was extremely doubtful, and the opinion of counsel confirmed the council in that view.

It is expected that the council will be in a position to procure evidence in support of an application to the Court on the subject. It is felt, however, that recent disclosures with respect to the proceedings of the association will convince intending subscribers that no advantage can possibly arise from their becoming members of it, and that the

society will become extinct without any interference by the council.

NEW RULES AND ORDERS.

The following rules and orders have been printed for the use of the members :—

In the Court of Chancery.

1st October, 1865; 23rd December, 1865; 28th May, 1866. Orders, &c., under the County Courts Equitable Jurisdiction Act.

7th May, 1866. Amending C. O. xxiii. r. 29.

In the Court of Probate.

8th December, 1865. Stamps.

29th December, 1865. Amended rules and orders.

In the Court of Divorce and Matrimonial Causes.

26th December, 1865. Consolidated rules.

11th January, 1866. Table of fees.

In the Courts of Common Law.

16th December, 1865. Stamps, under 28 Vict., c. 45.

30th December, 1865. Ditto, at Judges' Chambers.

In the Public Record Office.

26th May, 1866. Table of fees.

AFFAIRS OF THE SOCIETY.

At a special general meeting held on 27th October last, the council informed the members of the society that they had entered into a contract for the purchase, on behalf of the society, of a piece of ground comprising the house No. 100, Chancery-lane.

The meeting having authorised the council to carry the contract into effect, and also to procure a sum of £5,500 on security of the existing property of this society, to enable the council to complete the purchase, the title of the Strand District Board of Works, who are the vendors, was investigated; but, notwithstanding considerable pressure, it has not as yet been fully deduced. The council, however, hope to obtain possession of the property without further delay on the part of the vendors.

The site of the houses which formerly stood on the north-side of the society's existing property and No. 100, Chancery-lane, has now been thrown into Carey-street, and the society will therefore acquire the entire frontage between Bell-yard and Chancery-lane, facing the Union Bank of London.

The council have thought it desirable to postpone the consideration of the additional accommodation required for the convenience of the members of the society, until it has been ascertained what will be the character of the buildings intended to be erected for the purposes of the new law courts and offices.

Since the year 1864 the collection in the library has been ncreased by donations and purchase by upwards of 1,400 volumes. The additions comprise 81 volumes on Italian Law, 41 of the Canadian Reports, 28 of the Justice of the Peace, 8 of the last (Cambridge) edition of Shakespeare, 10 of Rymer's Fœdera, and 117 of the State Papers, Calendars of Records, Chronicles, &c., published by authority of the Master of the Rolls. The council have determined to procure all future publications issued under the same authority.

The contributions received have been made by the following gentlemen :—C. J. Bloxam, Esq., J. S. Burn, Esq., James Cuddon, Esq., Dr. Lee, Sir J. Lefevre, F. Ouvry, Esq., Admiral Smyth, and Ralph Thomas, Esq.

The parliamentary agents engaged in soliciting bills in Parliament during the last session, have kindly furnished the usual prints of local and personal and private Acts of Parliament.

The library now comprises upwards of 19,000 volumes.

The total number of members of the society is 2,106; 1,536 carrying on business in London, and 570 in the country.

The auditors' report has, as usual, been open for the inspection of the members since the 15th April last, in the office of the secretary; and an account of the receipts and payments of the society, as registrar of attorneys and solicitors, has, in pursuance of the Attorneys' Act, 1860, been rendered to the judges.

The council have to announce, with much regret, the retirement since the last general meeting of Mr. John Coverdale, the senior member of their board, the uncertainty of whose health had for some time previously precluded him from taking any active part in the business of the council. The council desire to take this opportunity of acknowledging the zeal and energy with which, during the long period of his connection with their body, Mr. Coverdale assisted in the efforts made by the council to improve the practice of the law, and raise the general character of the profession.

LAW STUDENTS' DEBATING SOCIETY.

REPORT, 1866.

At the annual meeting of this society held on the 3rd inst., the secretary read his annual report.

From this it appeared that the number of members remained 132, 19 having been elected during the past session, and a similar number having ceased to be members. 33 meetings had been held, 20 legal and 9 jurisprudential questions discussed. The average attendance of members had been 26: the highest 36, and the lowest 18. The average number of speakers had been 9, and of voters 15. The length of the debates had averaged about two hours.

At the last meeting Mr. Kenrick and Mr. Widdows had been appointed treasurer and secretary, in the place of Mr. Bradford and Mr. Green, who became members of the committeee. Mr. Walter Webb retired from the committee in December last, and Mr. Lloyd was elected in his place. At each of the final examinations during the past session some members of the society obtained honours.

The society had now been in existence for thirty years, and its steady progress during that period showed the high estimation in which it is held and the soundness of the principles upon which it was founded. The committee regarded the numerous similar societies which have recently sprung up as evidencing the increasing appreciation of the advantages which this society was the first to offer.

ARTICLED CLERKS' SOCIETY.

At a meeting of the society, held at Clement's-inn Hall, with Mr. W. J. Fraser in the chair, a vote of congratulation was passed unanimously to Mr. Collins (an ordinary member) on his being selected as First Prizeman at the Trinity Term Final Examination. Mr. Robert Wilson moved "That copyhold tenures should be abolished;" Mr. Underwood (by his deputy) opposed. After a spirited debate the subject was decided in the affirmative.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 5, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87½	Annuities, April, '85
Ditto for Account, July 16, 87⅜	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 86½	Ex Bills, £1000, 3 per Ct. pm
New 3 per Cent., 86	Ditto, £500, Do, pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do 3 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) 44
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 —
Ditto for Account,	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, pm
Ditto Enfaced Ppr., 4 per Cent. —	

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 12 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	8 0 0
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 16 0
2700	5 per cent	Equitable Reversionary...	105	...	98 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life	100	10 0 0	20 10 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	8 pr cent	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	7 17 6
20000	5 per cent	London & Provincial Law	50	4 1 10	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	296
—	6½ per cent	Sun Fire	...	All	212 0 0
4000	...	Do. Life	...	All	70 0 0

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	91
Stock	Caledonian	100	127
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	32½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	121
Stock	Do., A Stock*	100	132
Stock	Great Southern and Western of Ireland	100	89
Stock	Great Western—Original	100	52¼
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	122½
Stock	London, Brighton, and South Coast	100	93
Stock	London, Chatham, and Dover	100	22
Stock	London and North-Western	100	118
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	60
Stock	Metropolitan	100	134½
10	Do., New	7	3 pm
Stock	Midland	100	125¾
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	58
Stock	North London	100	121
10	Do., 1864	5	7
Stock	North Staffordshire	100	76
Stock	Scottish Central	100	152
Stock	South Devon	100	48
Stock	South-Eastern	100	70¼
Stock	Taff Vale	100	145
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	55

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

Thursday night.

We have had a Parliamentary *interregnum* which has furnished ample opportunities for political speculation; first, as to whether Lord Derby would be able to form a ministry at all, and next, whether it would be composed of coalition elements, with Mr. Lowe as one of its members. Rumour says that the right hon. gentleman sought to impose a condition which made it impossible that his undeniably commanding talents could be rendered available. There is no question that Lord Derby is eminently fitted by his consummate statesmanship and oratorical powers to be the leader of a party; but he is so completely identified with that party that men of Mr. Lowe's calibre cannot, with advantage to the country, act with him or serve under him. But all speculation is at an end, for Derby's efforts have been so far crowned with success that an apparently strong administration has been formed at a time when domestic and foreign politics need skilful handling.

The war news is exciting, and may have an important influence upon the duration of the present strife. It is clear that the Prussians, after a sanguinary conflict of eight hours duration, gained a decided victory over the Austrians. The effect of this intelligence was notably perceptible on the Stock Exchange, for its receipt caused Italian stocks to take a leap to the extent of 3½ per cent., and there was a rise of 1½ on the Paris Bourse. To-day we have the news flashed across the channel that Austria has ceded Venetia to France. This is so well understood that Italians have further risen 10 per cent.

Business on the Stock Exchange has not been very active, and much dissatisfaction has been expressed at the want of action on the part of the bank directors in not reducing the 10 per cent. *minimum*, which has now ruled so long as to have almost become our normal condition.

We noticed on a previous occasion the fact that no new companies were being brought out. The total capital of our joint-stock undertakings in the first half of 1865, was £56,000,000; in 1866, £8,000,000, whilst the deposits amount only to £1,500,000.

One hopeful sign of the times during the week has been the resuscitation of the business of the Consolidated Bank, and we are credibly informed that the payments inwards give evidence of confidence in its future management. We should rejoice to learn that the action of this Commercial Phœnix, in rising from its ashes, had been followed by a like result in the case of Agra and Masterman's, the English Joint-Stock Bank, and Overend, Gurney, & Co. Of the latter we fear hope hangs on a somewhat slender thread; but there is yet a prospect, though deferred, of its being realized as respects the other two.

Some of the principal Indian Banks in London, together with the Comptoir d'Escompte de Paris, have notified that after a certain date they will not buy or sell bills of exchange at any term exceeding four months' sight.

The London, Chatham, and Dover Railway have announced their inability to pay off debentures which fell due on the 30th ult. *Apropos* of this company and the South-Eastern, we learn that Mr. Hawkshawe, the eminent engineer, is engaged in making borings to test the feasibility of a sub-channel tunnel between England and France, by means of which and the Northern of France railway, there would be an unbroken line of communication from London to Paris.

Hopes are entertained that we shall have favourable weather, and that the laying of the Atlantic cable will this time be a success.

In deference to the wishes of many proprietors, the directors of the Credit Foncier and Mobilier propose to reduce the nominal value of the shares from £20 to £10, and state in a circular just issued that to effect this object a revaluation of the whole of the assets has been made, which shows that not only does the £1,000,000 of paid up capital remain intact, but there is a surplus of £400,000, from which it is purposed to write up £2 per share, and make a call of £1 per share, making £8 paid. Of the remaining £2 it is desired to make a £1 call payable on the 1st of January, 1867, leaving only £1 per share remaining of liability. There are other modifications suggested with reference to the director's remuneration, the amount of dividend, and the qualification for positions at the board. If these proposals be accepted the company will be reconstituted upon the contemplated new basis.

The East India Land Credit and Finance Company has a bill before Parliament with a similar object, viz., to reduce to nominal amount of the company's shares (£50) to £12 10s. each.

A call of £5 per share has been made on the shareholders of the Moscow Gas Company.

Messrs. Harveys' bank at Longton, Staffordshire, has stopped payment. The London agency was the Alliance Bank. The bank was established in 1821, and its fixed issue was £5,624. It is feared that in the potteries districts much distress will be occasioned, though a favourable liquidation is spoken of.

To-day, a motion of *Follet* v. *The London Chatham and Dover Railway Company* was made before Vice-Chancellor Stuart. The plaintiff, a photographer, who had been turned out of his business, claimed compensation. The defendants' counsel stated the company were not in circumstances to pay the money and asked time, which was granted.

A petition has been presented to Vice-Chancellor Kindersley, for the purpose of protecting the assets of the General Exchange Bank (Limited), and his Honour has to-day appointed Mr. James Cooper, of the firm of Johnstone, Cooper, Wintle, & Evans, provisional official liquidator. It is understood that a meeting of the shareholders is convened for Tuesday next.

The appointment of Mr. Price, of the firm of Price, Holyland, & Waterhouse, as official liquidator of the Railway Finance Company (Limited), has been confirmed by the Master of the Rolls.

The liquidators of the Bank of Turkey (Limited) have announced a return of £3 per share out of £5 paid, payable at the offices of Messrs. Price, Holyland, & Waterhouse, on Saturday next.

Mr. F. B. Smart, public accountant (of the firm of Frederick B. Smart & Snell), has been appointed official liquidator of the Universal Banking Corporation (Limited).

We have to announce in stereotyped form that the bank directors separated to-day without making any alteration in the *minimum* rate of discount. It will be seen that the weekly return does not favour a present reduction.

The decrease in the reserve of notes has been £1,010,745, the total now representing £3,335,800. The stock of bullion is £14,876,945, showing a decrease of £165,454. The public deposits exhibit a decrease of £1,165,080, and the private deposits a decrease of £900,143, the former standing at £6,800,251, and the latter at £19,939,607. The private securities show a decrease of £134,256, the aggregate being £30,749,554. In Government securities there has been a decrease to the extent of £570,331, the total being £10,788,123.

Consols are now steady at 87¼ for money, and 87¼ for the account.

There has been great buoyancy, especially in the case of Italians in the foreign stock markets, and prices have generally advanced. One of the recent *canards* was that the July dividends on the Turkish Stocks would not be paid, and another that the Porte had borrowed £2,000,000 through Messrs. Oppenheim to meet them. Neither is founded in fact.

In the railway department there has been but little animation. Great Easterns have been heavy owing to a belief that no dividend will be paid in September next, but it is satisfactory to learn that the company is not compromised in any way with any of the finance companies. London Chatham and Dover are greatly depressed.

There is no change of importance in foreign railway stocks, and prices are in the main unaltered.

The markets for bank, credit, insurance, gas, and water shares, have been dull. In banks, Consolidated and Oriental Bank Corporation have improved, and Credit Foncier and Mobilier have been active with some few fluctuations resulting in a decided advance.

The fifteenth annual report of the Birkbeck Permanent Building Society states that the business transacted during the past twelve months has nearly equalled that of the first thirteen years together, and that the receipts have now reached £542,344 per annum.

ORIGIN OF THE WORDS BANKER AND BANKRUPT.—In the middle ages, or, at all events, during one portion of that indefinite period, the merchants and money-lenders in Italy displayed on a *banco*, or bench, the money that they had to lend out at interest; and thus the word came to signify a repository of money, or a bank. When one of these money-lending merchants was unable to continue his business, his bench, or counter, was broken, and he himself was spoken of as a *bancorotto*, or bankrupt.—*Bankers' Magazine.*

The Select Committee, obtained some time ago by Lord Robert Montagu to inquire into the operation and management of Art Unions have come, it is said, to the unanimous resolution to recommend the discontinuance of all legislative encouragement to these institutions, so far as they are constituted on a system of lottery. The evidence taken by the committee has tended strongly to prove that a spirit of petty gambling is induced without any countervailing advantage in the shape of a stimulus to art.—*Manchester Guardian.*

THE NEW OMNIBUS DUTY.—On Monday last, 2nd inst., the new mileage duty of "one farthing" instead of one penny per mile came into operation.

Lord Romilly, M.R., opened his new Literary Search Room at the Record-office, in Fetter-lane, on Thursday. The apartment is well arranged and well lighted, and all fees, except for certified copies of documents, have been abolished.

ESTATE EXCHANGE REPORT.

AT THE LONDON TAVERN.

June 22.—By Messrs. NORTON, TRIST, & Co.

Freehold residence, known as The Lawn, situate at Eastbourne, Sussex, with lawns, pleasure grounds, stabling, &c., containing 2a 0r 19p—Sold for £2,000.

Freehold and copyhold vegetable garden, containing 1a 0r 10p, with yard, plant-house, fowl-house, cow-shed, &c., situate opposite the above—Sold for £400.

Freehold, the Hare and Hounds public house, with stabling, orchard, and arable land, let at £27 per annum, containing 8a 0r 18p, situate at Claygate, Surrey—Sold for £1,410.

Freehold, 5a 2r 39p of arable land, situate as above; let at £8 per annum—Sold for £580.

Freehold farm-house with buildings, yards, and arable and meadow land, containing 8a 0r 25p, situate as above; let at £18 per annum—Sold for £500.

Freehold cottage, garden, and meadow land, containing 3a 0r 11p, situate as above; let at £8 per annum—Sold for £260.

Freehold orchard, containing 1a 0r 32p; let at £3 10s., situate as above—Sold for £180.

Freehold, 3r 30p of arable land, situate as above; let at £1 10s. per acre—Sold for £100.

June 26.—By Messrs. DANIEL SMITH, SON, & OAKLEY.

Freehold, The Wangford Hall Estate, Wangford, Suffolk, comprising a farm residence, buildings, cottages, and 3,220 acres of land—Sold for £28,000.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold, 3 houses, being Nos. 51 to 53, Brunswick-street, Newington, producing £96 per annum; term, 39¼ years unexpired, at £15 per annum—Sold for £855.

Leasehold, 6 houses, being Nos. 19 to 24, Bishop's-road, Camberwell New-road, producing £130 per annum; term, 96 years, at £25 per annum—Sold for £815.

June 27.—By Messrs. BUCKLAND & SONS.

Freehold and copyhold property, situate in the parish of Langley Marish, Bucks, comprising 130 acres of arable land—Sold for £8,210.

June 29.—By Messrs. COBB.

Freehold, The Elms estate, consisting of 354 acres, with residence, stabling, farm premises, cottages, &c., situate in the parishes of Hougham and Poulton, near Dover—Sold for £10,400.

Freehold residence, known as Offord House, with stabling, coach-houses, orchard land, and cottage; containing 3a 0r 33p, situate on Otford-green, West Kent—Sold for £2,030.

Absolute reversion, on the death of a lady in her 57th year, to one-fourth part of Cheyne Court Farm, Romney Marsh, Kent; let at £260 per annum—Sold for £670.

By Messrs. GADSDEN, ELLIS, & SCORER.

Leasehold residence, being No. 9, Inverness-terrace, Kensington-gardens; let on lease at £80 per annum; term, 97½ years from 1850, at £9 per annum—Sold for £1,320.

Leasehold residence, No. 11, Inverness-terrace, aforesaid; let on lease at £105 per annum; term and ground-rent similar to above—Sold for £1,360.

Leasehold residence, No. 13, Inverness-terrace, aforesaid; let at £95 per annum; term and ground-rent similar to above—Sold for £1,340.

Leasehold residence, No. 15, Inverness-terrace, aforesaid; let on lease at £100 per annum; term, 96½ years from 1851, at £9 per annum—Sold for £1,310.

AT THE GUILDHALL COFFEEHOUSE.

June 26.—By Messrs. WINSTANLEY & HORWOOD.

Freehold, 2 houses, being Nos. 2 and 3, Kingsland-green, producing £54 per annum—Sold for £1,150.

Freehold, 2 messuages, being Nos. 1 and 2, Green's-cottages, Kingsland-passage, producing £26 per annum—Sold for £410.

June 28.—By Messrs. BEADEL.

Freehold estate, known as Brick Barns, situate in the parishes of Writtle, Chignall, St. James, and Broomfield, Essex, comprising a farm-house with buildings and 165a 1r 33p of arable and pasture land—Sold for £7,050.

Freehold, 23a 2r 15p of arable land, situate in the parish of West Farring, Sussex—Sold for £2,020.

Freehold, 30a 0r 36p of arable land, situate in the parish of West Farring, Sussex, with cottage barn thereon—Sold for £3,600.

July 3.—By Mr. FRANK LEWIS.

The lease of the residence and business premises being No. 23, Westbourne-place; term 30 years from 9th May, 1865, at £200 per annum—Sold for £610.

By Messrs. SURRIDGE & SON.

Freehold and copyhold estate, known as Hoates, situate in the parishes of Little Horkesley and Wormingford, Essex, and containing 178a 2r 12p—Sold for £9,025.

AT GARRAWAY'S.

June 25.—By Messrs. BROAD, PRITCHARD, & WILTSHIRE.

Leasehold, 2 houses with shops, being Nos. 86 and 86a, Weedington-road, Kentish-town, producing £67 6s. per annum; term 99 years from 1851, at £6 per annum—Sold for £580.

Leasehold, 9 houses, being Nos. 6 to 8, Clarendon-street; 7 and 8, Chapel-place; and 4 to 7, Pleasant-row, High-street, Camden-town, producing £218 8s. per annum, term 99 years from 1838, at £24 per annum—Sold for £1,300.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURKE—On July 1, at Dublin, the wife of Sir B. Burke, Esq., LL.D., Barrister-at-Law, of a son.

SMITH—On July 1, at Eaton-place, the wife of B. Smith, Esq., Barrister-at-Law, of a daughter.

WEALL—On June 30, at Primer, the wife of W. Weall, Esq., Solicitor, of a daughter.

MARRIAGES.

FORSYTH—PLUMER—On July 3, at St. Michael's, Paddington, W. Forsyth, Esq., Q.C., Rutland-gate, to Georgina C., daughter of the late T. H. Plumer, Esq.

STANFORD—TINDAL—On July 3, at St. Mary's, Donnybrook, Dublin, William Henry Nassau Stanford, Esq., to Merelina Frances, daughter of the late Rev. Nicolas Tindal.

PARKER—GAFFORD—On June 30, at the parish church, Towersey, Bucks, W. Parker, Esq., Solicitor, to Charlotte B., daughter of the late W. Gafford, Deal.

ROLPH—CHUBB—On July 3, at Holy Trinity Church, Gray's-inn-Road, Rev. T. Rolph, Chisledon, to Caroline, widow of the late J. Chubb, Esq., Solicitor, Cirencester.

STRINGER—WALKER—On June 28, at Nicholas Church, New Romney, Henry Stringer, Esq., Solicitor, to Harriet, daughter of W. D. Walker, Hope-all-Saints.

WADSWORTH—CREWDSON—On June 28, at St. Mary's, Windermere, Frederick Wadsworth, Esq., Solicitor, to Ellen Fox, daughter of G. B. Crewdson, Esq.

WILKINSON—SMITH—On July 3, at St. Anne's, Highgate, J. Wilkinson, Esq., Barrister-at-Law, to Alice E., daughter of T. Smith, Esq., Highgate.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CLISSOLD, ANN, Berkeley-street, Lambeth, Widow. £250 New £3 per Cent. Annuities—Claimed by E. Morgans, wife of J. Morgans, administratrix.

TURNEY, ANN, York-place, Mile End-road, deceased. £100 Reduced £3 per Cent. Annuities—Claimed by Ann Curtis, wife of C. Curtis, the administratrix.

ROBSON, NEHEMIAH, Esq, deceased, Cole Arbor-street, Hackney-road. 9 dividends on £60 per annum, Long Annuities—Claimed by F. J. Dixon, the executor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY, June 29, 1866.

LIMITED IN CHANCERY.

Agra and Masterman's Bank (Limited).—Vice-Chancellor Wood has, by an order dated June 23, ordered that the voluntary winding-up of this company be continued, and that Herbert Harris Cannan should continue to be liquidator. Uptons & Co, Austinfriars, solicitors for the petitioner.

Joint Stock Discount Company (Limited).—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Robert Palmer Harding, 3, Bank-buildings. Monday, July 30 at 2, is appointed for hearing and adjudicating upon the debts and claims.

International Contract Company (Limited).—Petition for winding-up, presented June 22, directed to be heard before Vice-Chancellor Stuart on July 6. Harrison & Lewis, Old Jewry, solicitors for the petitioner.

Alexandra Hall Company (Limited).—Petition for winding-up, presented June 23, directed to be heard before Vice-Chancellor Wood on July 7. Gregory & Rowcliffes, Bedford-row, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

British Union Assurance Company.—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims to James Francis Quartly, Queen-st, Cheapside. Friday, Aug 3 and 11, is appointed for hearing and adjudicating upon the debts and claims.

Cork and Youghal Railway Company.—Petition for winding-up, presented June 29, directed to be heard before Vice-Chancellor Wood

on July 7. Wilkinson & Co, Nicholas-lane, solicitors for the petitioners. Frederick Maynard, 19, Bread-st, official liquidator.

TUESDAY, July 3, 1866.

LIMITED IN CHANCERY.

Blakely Ordnance Company (Limited).—Petition for winding-up, presented June 28, directed to be heard before the Master of the Rolls on July 14. Cunliffe & Beaumont, Chancery-lane, solicitors for the petitioners.

Sequelin Oil Company (Limited).—Petition for winding-up, presented June 29, directed to be heard before Vice-Chancellor Wood on July 14. Field & Co, Lincoln's-inn-fields, solicitors for the petitioners.

Isle of Wight Packet Company (Limited).—Petition for winding-up, presented June 29, directed to be heard before Vice-Chancellor Stuart on July 13. France, Falcon-st, Aldersgate, solicitor for the petitioner.

Breech-Loading Armoury Company (Limited).—Petition for winding-up, presented June 30, directed to be heard before the Master of the Rolls on July 14. Harper, Philpot-lane, solicitor for the petitioner.

Overend, Gurney, & Company (Limited).—Vice-Chancellor Kindersley has, by an order dated June 22, ordered that the voluntary winding-up of this company be continued. Young & Co, St Mildred's-ct, Poultry.

British and South American Steam Navigation Company (Limited).—The Master of the Rolls has, by an order dated June 23, ordered that the voluntary winding-up of this company be continued. Crump, Langbourn-chambers, Fenchurch-st, solicitor for the petitioner.

English Joint-Stock Bank (Limited).—Vice-Chancellor Wood has appointed Tuesday, July 24 at 2, at his chambers, for the appointment of an official liquidator.

North Hafod Silver Lead Mining Company (Limited).—Creditors are required, on or before July 28, to send their names and addresses, and the particulars of their debts or claims, to Robert Palmer Harding, 3, Bank-buildings. Saturday, Aug 4 at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Company of Proprietors of the Basingstoke Canal Navigation.—Order to wind-up, made by the Master of the Rolls on June 23. Johnson & Weatheralls, King's Bench-walk, Inner Temple, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, June 29, 1866.

Westminster Cabmen's Society, King-st, Westminster. June 25.

Spratton and Creaton General Friendly Institution, Spratton, Northampton. June 28.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 29, 1866.

Barnard, Geo, Clifton-st, Clapham, Vitriol Manufacturer. July 23. Barnard v Pudney, M. R.

Evans, John, King-sq, Goswell-rd, Water Gilder. July 20. Evans v Ruffell, V. C. Wood.

Ives, Fras, Gt Yarmouth, Norfolk, Yeoman. Nov 1. Weeds v Bristow, V. C. Stuart.

Lofts, Richd Philippe Braddock, Abbey-rd, St John's-wood, Chemist. July 30. Lofts v Fraser, M. R.

Mallory, Geo, jun, Mobberley, Chester, Clerk. July 28. Carter v Mallory, M. R.

Miles, Ann Hurd, Gloucester-pl, Portman-sq, Widow. July 25. Miles v Miles, V. C. Stuart.

Moysey, Richd, Belminsthorpe, Rutland, Farmer. July 20. Goforth v Ullett, V. C. Kindersley.

Plant, Joseph, Cheadle, Chester, Gent. Aug 5. Plant v Faulkner, V. C. Stuart.

Robinson, Jonathan, Pine Apple-pl, Edgware-rd, Gent. July 13. Huggins v Robinson, V. C. Stuart.

Wilson, Isabella, Whitehaven, Cumberland, Widow. July 30. Musgrave v Wilson, M. R.

TUESDAY, July 3, 1866.

Brugger, Joseph Fredk, Cornwall-pl, Felton-st, Greenwich, Gent. July 27. Brugger v Spargo, V. C. Wood.

Clarke, Robt, Esq, Southtown, Suffolk. July 28. Worship v Clarke, V. C. Wood.

Greenhough, Mary Ann, Sheffield, Widow. July 20. Everard v Walker, V. C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 29, 1866.

Austin, Eliz, Gloucester-rd, Regent's-pk, Widow. July 25. Brailkenridge & Sons, Bartlett's-buildings, Holborn.

Bartholomew, Geo, Fareham, Southampton, Gardener. July 23. B. & E. Gorle, Fareham.

Beeston, John, Newnham, Southampton, Farmer. Oct 1. Lamb & Co, Odiham.

Cooke, John, Harrow Weald, Middx, Esq. July 31. Cunliffe & Beaumont, Chancery-lane.

Dodson, Hy, Mosser Mains, Mosser, Cumberland, Gent. Aug 2. Hayton, Cockermouth.

Hall, Jas, Linden, Colney, Hertford, Malster. July 31. Pugh, Watford.

Hill, Anne Frances, Upper Southwick-st, Hyde-pk, Widow. July 21. Gregory & Rowcliffes, Bedford-row.

Smith, Wm States, Doncaster, Ironmonger. Aug 1. Shirley & Atkinson, Doncaster.

Soames, Rev Wm Aldwin, Crooms-hill, Blackheath, Vicar. July 31. Smith & Son, Crooms-hill.

Washbrooke, Hy, Ladbrooke, Warwick, Gent. Aug 31. Welchman, Southam.

TUESDAY, July 3, 1866.

Cave, Mary Ann, Nicholl's-sq, Hackney-rd, Widow. July 10. Copeman, Holbeach.

Fitch, John, Colchester, Essex, Farmer. July 28. Francis, Colchester.

Geach, Chas Skally, Dorset-sq, Esq. Oct 1. Beale & Co, Park-st, Westminster.

Graham, John, Newington-causeway, Southwark, Draper. Aug 20. Stocken, Leadenhall-st.

Hare, Hy Christian, Cawood, nr Selby, York, Surgeon. Aug 1. Weddall & Parker, Selby.

Jenkinson, Thos, Middleton Malsor, Northampton, Gent. Aug 28. Cooke, Towcester.

Leeming, John, High Felling, Durham, Shopkeeper. Aug 20. Chater & Co, Newcastle-upon-Tyne.

Lucas, John, Queen-st, Cheapside, Chemist. Aug 30. Holt, John-st, Gray's-inn.

Onslow, Thos, Haslemere, Surrey, Builder. Sept 30. Parson, Duke-st, Adelphi.

Styles, Wm, St George's-st, Middx, Gent. Aug 25. Holt, John-st, Gray's-inn.

Todman, John, Petersfield, Hants, Ironmonger. Aug 23. Soames, Petersfield.

Williamson, Wm, Wilton-pl, Upper Holloway, Watchmaker. July 4. Williamson, Northampton-pl, Clerkenwell.

Yzarn, Anne Cecilia, Baker-st, Spinster. Sept 1. Nicholl & Co, Carey-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 29, 1866.

Allen, Wm, Bedminster, Bristol, Builder. June 19. Comp. Reg June 26.

Arney, Geo, Ringwood, Southampton, Saddler. May 31. Comp. Reg June 27.

Bailey, Geo, Hanham, Gloucester, Builder. June 9. Asst. Reg June 22.

Baker, Chas John, Gt Russell-st, Bloomsbury, Auctioneer. June 27. Asst. Reg June 28.

Barkway, Walter Fredk, Bungay, Suffolk, Chemist. May 30. Asst. Reg June 27.

Baverstock, Wm White, New Kent-rd, General Export Merchants. June 16. Comp. Reg June 27.

Binnington, John Josiah, Park-st, Hackney-wick, Grocer. May 31. Asst. Reg June 26.

Bowie, Richd, High-st, Clapham, Nurseryman. June 26. Comp. Reg June 28.

Bowles, Thos, Cheltenham, Gloucester, Licensed Brewer. June 18 Asst. Reg June 27.

Brown, Thos, Denbigh-st, Pimlico, Lodging-house Keeper. June 25. Comp. Reg June 26.

Casey, Hy, Salmon's-lane, Limehouse, Cheesemonger. June 8. Comp. Reg June 26.

Cox, Joseph Hamilton, St Mary-axe, Provision Merchant. June 27. Comp. Reg June 27.

Crouch, Wm, Camborne, Cornwall, Innkeeper. May 22. Asst. Reg June 27.

Fox, Wm Chard, Lpool, Shipowner. June 22. Inspectorship. Reg June 26.

Gardiner, Solomon, Lpool, Plumber. June 13. Asst. Reg June 27.

Gledhill, Joseph, Tong, York, Grocer. June 14. Comp. Reg June 25.

Gray, Thos, Rochester, Tailor. May 31. Comp. Reg June 27.

Hall, Levi, Nottingham, Grocer. June 1. Comp. Reg June 27.

Hallett, Jas Alfred, & Octavius Ommanney, Gt George-st, Westminster, Bankers. June 13. Inspectorship. Reg June 27.

Hammon, Geo John, Coventry, Watch Case Manufacturer. Comp. June 4. Reg June 28.

Hines, Fras, & Jas Kerrison, Church-st, Shoreditch, Tea Dealers. June 18. Asst. Reg June 26.

Howard, Hy Troughton, Stanhope-st, Hampstead-rd, Comm Agent. May 30. Comp. Reg June 26.

Hutchinson, Wm, Sutton-upon-Trent, Nottingham, Farmer. May 29. Asst. Reg June 26.

Jones, John, Merthyr Tydfil, Glamorgan, Grocer. June 18. Asst. Reg June 26.

Knight, Joseph Hy, Hastings, Sussex, Printer. June 1. Asst. Reg June 27.

Lesser, David, Spencer-st, Goswell-rd, Merchant. May 28. Asst. Reg June 25.

Massicks, Thos, Whitehaven, Cumberland, Mine Proprietor, June 5. Asst. Reg June 28.

Michell, Joseph, Falmouth, Cornwall, Agent. June 23. Comp. Reg June 27.

Moyle, Joseph, & David Raine, Over Darwen, Lancaster, Builders. May 29. Asst. Reg June 26.

Newport, Wm, Edenbridge, Kent, Farmer. June 7. Comp. Reg June 27.

Parker, Jonas, Bowling, Bradford, York, Joiner. June 8. Comp. Reg June 25.

Peaty, Hy, Bristol, Somerset, Grocer. June 1. Asst. Reg June 27.

Pickford, Joseph, Macclesfield, Chester, Grocer. June 22. Comp. Reg June 26.

Reed, Thos, Brighton, Sussex, Bootmaker. June 13. Comp. Reg June 26.

Reddaway, Joseph, Carnarvon, Stationer. June 1. Asst. Reg June 26.

Roberts, Joseph Hy, Huddersfield, Mungo Dealer. June 5. Asst. Reg June 29.

Sampson, Hy John, Blackman-st, Southwark, Confectioner. June 13. Comp. Reg June 29.

Seymour, Edwd Richd, Upper Norwood, Builder. May 31. Comp. Reg June 27.

Swift, Hy, Scarborough, York, Tailor. May 31. Comp. Reg June 25.

Wesson, Wm Walter, Ampthill-sq, Hampstead-rd, Accountant. June 11. Comp. Reg June 26.

Wilcock, Edwin, Matlock, Derby, Proprietor of a Hydropathic Establishment. June 7. Asst. Reg June 27.

Woodyatt, John, & Fras Thos Woodcock, Hereford, Chemists. June 8. Asst. June 29.

TUESDAY, July 3, 1866.

Agar, Stephen, Barrow-upon Humber, Lincoln, Coal Merchant, June 8. Asst. Reg July 2.
Atwell, Emily, Gloucester, Widow. June 21. Comp. Reg June 3.
Barrow, Matthew, South Shields, Durham, Auctioneer. June 18. Asst. Reg June 29.
Barker, Wm, & John Pearson Benwell, George-yd, Lombard-st, Merchants. June 29. Asst. Reg July 3.
Barton, Wm Harvey, Bristol, Photographic Artist. June 22. Asst. Reg June 29.
Baxter, John, & John Amor Matthews, Southampton, Woollen Merchants. June 9. Comp. Reg July 3.
Bennett, Geo, Lymington, Hants, Draper. June 6. Comp. Reg July 3.
Bent, Edwd Stanley, Manch, Attorney. June 14. Comp. Reg July 3.
Bernstein, Isaac, & Moses Bernstein, Newcastle-on-Tyne, Jewellers. June 22. Comp. Reg July 2.
Bolus, Geo, Soho, nr Birm, Edge Tool Manufacturer. June 13. Asst. Reg June 29.
Bradley, Richd, St John's-rd, Hoxton, Tailor. June 6. Comp. Reg July 2.
Brisley, Abraham Joshua, & Richd Button Baldry, Foster-lane, Warehousemen. June 21. Asst. Reg June 30.
Brown, John Thos, & Thos Wilson, Pontefract, York, Provision Dealers. June 2. Comp. Reg June 30.
Button, John Hy, King-st, Finsbury, Umbrella Manufacturer. June 6. Asst. Reg July 3.
Challinor, Ralph, & John Challinor, Bootle, Lpool, Fruit Merchants. June 14. Comp. Reg July 2.
Chichester, Geo Augustus Hamilton, Sloane-st, Gent. June 20. Comp. Reg July 3.
Clough, Wm, Birkenhead, Chester, Tailor. June 1. Asst. Reg June 29.
Cooke, Thos, Middlewich, Chester, Draper. June 4. Asst. Reg June 29.
Crowley, Richd, Elgin-rd, Notting-hill, Builder. June 4. Comp. Reg July 2.
Dresser, Thos Rowell, South Kilvington, York, Bacon Factor. June 2. Asst. Reg June 30.
Dickenson, Jas, Manch, Leather Dealer. June 6. Comp. Reg July 2.
Edwards, Jas Hy, Truro, Cornwall, Spirit Merchant. June 25. Comp. Reg July 3.
Gate, Thos, Batley, York, Tobacconist. June 1. Asst. Reg June 29.
Gorst, Thos, & John Worthington, Warrington, Lancaster, Grocers. June 4. Asst. Reg July 2.
Harrington, Geo Hy, & Tilmouth Felix Dye, Billiter-sq, Contractors. June 28. Comp. Reg July 3.
Hazlett, Fras, Bradford, York, Hardware Dealer. June 4. Asst. Reg July 2.
Heath, Jas Glover, Summer-pl, Onslow-sq, Gent. June 13. Comp. Reg July 2.
Horncastle, Wm Geo, High-st, Poplar, Auctioneer. June 25. Comp. Reg June 30.
Hough, Arthur, Coventry, Warwick, Pork Butcher. June 26. Comp. Reg July 2.
Howell, Wm Jas, Pierrepoint-row, Islington, Furniture Dealer. June 14. Comp. Reg July 2.
Ismay, Thos, & Saml Richd Smyth, Dover, Engineers. May 22. Comp. Reg July 3.
Jones, Wm, Llangadwalader, Anglesey, Innkeeper. June 18. Asst. Reg July 2.
Keeling, Edmd, Birm, Chemist. June 4. Asst. Reg July 2.
Kurtz, Manilias, City-rd, Boot Manufacturer. June 1. Asst. Reg June 29.
Laming, Richd, St James'-st, Old Kent-rd, Manufacturing Chemist. June 4. Asst. Reg June 30.
Latter, Leonard, Battle, Sussex, Miller. June 5. Asst. Reg July 2.
Machin, Geo, Walworth-rd, Draper. June 18. Asst. Reg June 30.
Meakin, John, Kidsgrove, Stafford, Grocer. June 6. Asst. Reg July 2.
Newton, Geo, Darlaston, Stafford, Cordwainer. June 28. Comp. Reg July 2.
Nuttall, Wm, Manch, Stamp Maker. June 27. Asst. Reg July 2.
Ogle, Fredk Chaloner, Weston, Somerset, Brewer. June 2. Asst. Reg June 29.
Orchard, Wm Laughton, Long Eaton, Derby, Lace Manufacturer. June 11. Asst. Reg July 3.
Sadoun, Ibrahim Ben, King's Arms-ct, Finsbury, Comm Agent. June 11. Comp. Reg July 2.
Smith, Wm Hy, Church-st, Bermondsey, Rope Manufacturer. June 6. Comp. Reg June 30.
Storey, Thos Richd, Gracechurch-st, Engineer. June 5. Comp. Reg June 30.
Urquhart, Fredk Geo, Corfe Mullen, Dorset, Gent. June 8. Comp. Reg July 3.
Valentine, Joseph, Irlams-o'-th'-Height, Lancaster, Innkeeper. June 6. Asst. Reg July 2.
Warren, Philip, Lawrence Pountney-lane, Coffee Dealer. June 30. Asst. Reg July 3.
Ward, David, Manch, Bootmaker. June 30. Comp. Reg July 2.
Webb, Cornelius, Devonshire-ter, Cleveland-sq, Club House Proprietor. June 27. Comp. Reg July 3.
Weeks, Fredk Wm, East Stonehouse, Devon, Ironmonger. June 27. Comp. Reg June 29.
White, Hy, Seaton, Devon, Draper. May 29. Asst. Reg July 2.
Whitehouse, Abraham, Birm, Cab Proprietor. June 20. Asst. Reg July 2.
Willan, Wm, Preston, Lancaster, Woollen Draper. June 30. Comp. Reg July 3.
Wilson, Matthew Isaac, Lpool, Shipowner. June 18. Inspectorship. Reg July 3.
Wilson, Thos, West Bromwich, Stafford, Axle Maanufacturer. June 28. Comp. Reg July 2.
Wright, Robt Wm, & Chas Jas Wright, Priory House, Lower Clapton, Merchants. June 2. Asst. Reg June 30.

Bankrupts.

FRIDAY, June 29, 1866.

To Surrender in London.

Allan, Peter, Princes-ter, East Brixton, Journeyman Cooper. Pet June 26. July 11 at 1. Kent, Cannon-st West.
Bell, John, Carlton-st, New Peckham. Pet June 25. July 11 at 12. Duncan, Basinghall-st.
Belleville, Hermann, Parkside, Knightsbridge, Hairdresser. Pet June 25. July 11 at 12. Bennett & Stark, Furnival's-inn.
Benjamin, John, Middlesex-st, Aldgate, Cigar Manufacturer. Pet June 26. July 11 at 1. Padmore, Westminster-bridge-rd.
Bohn, Harriet Elis, Prisoner for Debt, London. Adj June 21. July 18 at 11. Aldridge.
Bonnett, John, Sutton, Surrey, Farm Bailiff. Pet June 25. July 11 at 12. Hope, Ely-pl, Holborn.
Bray, John Geo, Shepperton-cottages, New North-rd, Salesman. Pet June 23. July 10 at 2. Silvester, Gt Dover-st.
Bunbury, Thos, Prisoner for Debt, London. Adj June 21. July 18 at 11. Aldridge.
Butcher, Jas, London-rd, Southwark, out of business. Pet June 25. July 11 at 2. Munday, Basinghall-st.
Cobb, John Storer, Devonshire-rd, Hackney, Gent. Pet June 27. July 16 at 12. Moss, Moorgate-st.
Cox, Geo, Shirley-cottage, Percy-rd, Shepherd's-bush, Carpenter. Pet June 25. July 16 at 11. Marshall, Lincoln's-inn-fields.
Dickinson, Rev Thos Rutherford, Cornwallis-rd, Upper Holloway, Clerk. Pet June 25 (for pau). July 11 at 12. Munday, Basinghall-st.
Filleul, John, Prisoner for Debt, London. Adj June 21. July 18 at 12. Aldridge.
Fortune, Thos, Mark-lane, Wine Merchant. Pet June 23. July 11 at 2. Linklaters & Co, Walbrook.
Frinneby, Edmd John Atkinson. Philpot-lane, Iron Merchant. Pet June 14. July 11 at 2. Linklaters & Co, Walbrook.
Galton, Mary Ann, Welbeck-st, Cavendish-sq, Vocalist. Pet June 26. July 11 at 1. Lewis & Lewis, Ely-pl, Holborn.
Goddard, Geo Skelton, Stockenchurch, Oxfordshire, no profession. Pet June 25. July 10 at 2. Spicer, Staple-inn.
Griffiths, Richd, Addle-st, Aldermanbury, Trimming Manufacturer. Pet June 23. July 11 at 1. Harrison, Walbrook.
Harriman, John, Prisoner for Debt, London. Adj June 21. July 18 at 12. Aldridge.
Harding, Wm, Rodney-rd, Lock's-fields, Baker. Pet June 21. July 11 at 2. Halse & Co, Cheapside.
Hewitt, Hy, Newton-ter, Westbourne-grove, Servant. Pet June 27. July 16 at 12. Clarke, St Mary's-sq, Paddington.
Izzard, Hy, Prisoner for Debt, London. Adj June 21. July 18 at 12. Aldridge.
Lewis, Herbert, Studley-rd, Clapham-rd, Commercial Clerk. Pet June 21. July 11 at 11. Snell, George-st, Mansion House.
Lindon, Harry, Prisoner for Debt, London. Adj June 21. July 18 at 12. Aldridge.
Martin, Claude Auguste, Norbiton, Surrey, out of business. Pet June 27. July 11 at 2. Rowell, Clements-inn, Strand.
Nicholls, Nathaniel Horrick John, Prisoner for Debt, London. Adj June 21. July 18 at 12. Aldridge.
Noble, Rev Hervey Bowling, Upton-rd, St John's-wood, Clerk. Pet June 23. July 11 at 1. Dubois & Maynard, Church-passage, Gresham-st.
Pain, John Taylor, Prisoner for Debt, London. Adj June 21. July 18 at 12. Aldridge.
Pocock, Geo John Morley, Prisoner for Debt, London. Pet June 27 (for pau). July 11 at 2. Munday, Basinghall-st.
Polley, Wm, High-st, Wandsworth, Butcher. Pet June 25. July 11 at 2. Peverley, Coleman-st.
Raper, Wm, William-st, South Lambeth, Engine Fitter. Pet June 27. July 11 at 2. Mayo, Milton-pl, Wandsworth-rd.
Robbins, Hy, Russell-pl, Battersea, Grocer. Pet June 26. July 17 at 11. Munday, Basinghall-st.
Sansom, Joseph, Prisoner for Debt, London. Adj June 21. July 18 at 1. Aldridge.
Seddon, Chas Hy, Grosvenor-st, Grosvenor-sq, Upholsterer. Pet June 26. July 17 at 11. Wright & Venn, Paper-buildings, Temple.
Shilston, Joseph, Upper George-st, Edgware-rd, Cabinet Maker. Pet June 26. July 16 at 11. Allen, Chancery-lane.
Squires, John Turner, Barnsbury-rd, Islington, Carpenter. Pet June 25. July 10 at 2. Munday, Basinghall-st.
Such, Fredk, Amberley-st, Harrow-rd, House Agent. Pet June 25. July 11 at 2. George, Jermyn-st.
Thacker, Robt Thos, Charles-st, Deptford, Broker. Pet June 27. July 16 at 1. Ody, Trinity-st, Southwark.
Tubby, Robt Wm, Grafton-rd, Seven Sisters'-road, Holloway, Law Clerk. Pet June 27. July 11 at 1. Sweeting & Lydall, Southampton-buildings.
Turk, Thos, Prisoner for Debt, London. Adj June 21. July 18 at 1. Aldridge.
Vokes, Thos Walsh, Prisoner for Debt, London. Adj June 21. July 18 at 1. Aldridge.
Webber, Wm, Prisoner for Debt, London. Pet June 23 (for pau). July 10 at 1. Lewis, Gt James-st, Bedford-row.

To Surrender in the Country.

Atkins, Thos, Birm, Fishmonger's Assistant. Pet June 26 (for pau). Birm, July 13 at 12. James & Griffin, Birm.
Ault, Wm Reuben, Derby, Railway Labourer. Pet June 27. Derby, July 12 at 12. Briggs, Derby.
Bate, John, jun, Wednesfield, Stafford, out of employ. Pet June 21. Wolverhampton, July 10 at 12. Thurstans, Wolverhampton.
Bayldon, John, Prisoner for Debt, York. Adj June 16. Bradford, July 10 at 9.45. Lees & Senior, Bradford.
Beaumont, Hy, Prisoner for Debt, Lancaster. Pet June 18 (for pau). Lpool, July 11 at 3.
Bradshaw, Jas, Lpool, Draughtsman. Pet June 25. Lpool, July 11 at 3. Etty, Lpool.
Buckley, Jas, & Thos Marsden, Oldham, Lancaster, Cotton Spinners. Pet June 9. Manch, July 12 at 11. Sutton & Elliott, Manch.

Carrington, Wm, Wetton, Stafford, Grocer. Pet June 22. Leek, July 11 at 12. E. & A. Tennant, Hanley.
Carter, Joseph, Wellingborough, Northampton, Shoe Manufacturer. Pet June 27. Wellingborough, July 11 at 11. Cook, Wellingborough.
Cartwright, Thos, Sneyd-green, nr Cobridge, Stafford, Earthenware Manufacturer. Pet June 27. Birm, July 16 at 12. James & Griffin, Birm.
Collyer, Hy, Newchurch, Kent, Labourer. Pet June 26. Romney, July 14 at 11. Minter, Folkestone.
Davey, Jas Wm, Ipswich, Suffolk, Blacksmith. Pet June 25. Ipswich, July 11 at 11. Moore, Ipswich.
Dungworth, John, Sheffield, Scissor Smith. Pet June 27. Sheffield, July 12 at 1. Micklethwaite, Sheffield.
Garlick, Edmd Hy, Plymouth, Devon, Chemist. Pet June 27. Exeter, July 9 at 12.30. Fowler, Plymouth.
Gooch, Robt, Prisoner for Debt, Ipswich. Adj June 16. Eye, July 13 at 11. Cream, Eye.
Goode, Thos, Prisoner for Debt, Warwick. Adj June 16 (for pau). Burton-on-Trent, July 11 at 1.
Hanson, John, Derby, Grocer. Adj June 14. Derby, July 12 at 12. Haywood, Derby.
Harrison, Jacob, jun, South Shields, Durham, Sea Pilot. Pet June 20. South Shields, July 17 at 11. W. E. & H. I. Duncan, South Shields.
Harvey, Wm Bodmin, Cornwall, Tailor. Pet June 26. Bodmin, July 7 at 10. Cummins & Son, Bodmin.
Hargreaves, Hy, Bacup, Lancaster, Power Loom Weaver. Pet June 26. Bacup, July 18 at 3. Blackburn, Ramsbottom.
Harper, Jas, Prisoner for Debt, Manch. Adj June 19. Manch, July 10 at 9 30.
Harper, Wm, Oldfen, Ramsey, Huntingdon, Farmer. Pet June 22. Huntingdon, July 11 at 11. Gaches, Peterborough.
Haynes, John, Prisoner for Debt, Stafford. Pet June 28. Birm, July 16 at 12. James & Griffin, Birm.
Haynes, Matthew, Prisoner for Debt, Stafford. Pet June 28. Birm, July 13 at 12. James & Griffin, Birm.
Humphrey, John, Hurworth-on-Tees, Durham, out of business. Pet June 26. Darlington, July 12 at 10. Robinson, Richmond.
Hunt, Benj, Warrington, Lancaster, Hardware Dealer. Pet June 26. Manch, July 12 at 11. Grundy & Coulson, Manch.
Irons, Thos Edwd, Derby, Last Maker. Pet June 21. Derby, July 12 at 12. Briggs, Derby.
Kesterton, Richd, Birm, Gun Case Maker. Pet June 25. Birm, July 13 at 10. Powell & Son, Birm.
Lancaster, Michael, Gt Grimsby, Lincoln, Licensed Victualler. Pet June 25. Leeds, July 11 at 12. Spurr & Chambers, Hull.
Maleham, Joseph, Prisoner for Debt, Manch. Adj June 19. Manch, July 10 at 9.30.
Marks, Joseph Maurice, Birm, Comm Agent. Pet June 26 (for pau). Birm, July 13 at 12. James & Griffin, Birm.
Martin, Joseph, Cardiff, Glamorgan, Fruiterer. Pet June 26. Cardiff, July 10 at 11. Raby, Cardiff.
McKernan, Jas, Lpool, Cooper. Pet June 27. Lpool, July 12 at 11. Best, Lpool.
Meakin, Thos, Alvaston, Derby, Stonemason. Pet June 22. Derby, July 12 at 12. Briggs, Derby.
Metcalf, Hy, Leeds, York, Flour Dealer. Pet June 22. Leeds, July 19 at 12. Harle, Leeds.
Middleton, Saml, Exeter, Plumber. Pet June 15. Exeter, July 13 at 11.30. Linklaters & Hackwood, Walbrook.
Milner, Saml, Leeds, out of business. Pet June 16. Leeds, July 19 at 12. Middleton & Son, Leeds.
Packer, Ephraim, Northampton, Shoe Manufacturer. Pet June 27. Northampton, July 12 at 12. White, Northampton.
Parker, Edwd, Prisoner for Debt, Lpool. Pet June 18 (for pau). Lpool, July 11 at 3.
Pipe, Wm, Cheltenham, Gloucester, Nurseryman. Pet June 26. Bristol, July 11 at 11. Stroud, Cheltenham.
Potter, Edmd Wodehouse, Norwich, Gasfitter. Pet June 16 (for pau). Norwich, July 11 at 11. Emerson, Norwich.
Pugh, Wm, Nuneaton, Warwick, Comm Agent. Pet June 22 (for pau). Nuneaton, July 9 at 12.
Riddle, Wm, Middlesborough, York, Grocer. Pet June 27. Leeds, July 9 at 11. Brewster & Stubbs, Middlesborough.
Rowlands, John, Llanfigael, Anglesey, Shopkeeper. Pet June 26. Llangefni, July 12 at 11. Williams, Beaumaris.
Rowlands, Jas Wm, Birm, General Ironmonger. Pet June 28. Birm, July 16 at 12. Fitter, Birm.
Russell, John, Robertsbridge, Sussex, out of business. Pet June 26. Hastings, July 14 at 11. Cripps, Tunbridge Wells.
Simmonds, Thos Chas, Cheltenham, Gloucester, Teacher of Drawing. Pet June 26. Bristol, July 11 at 11. Cheshyre, Cheltenham.
Sykes, Saml, Leeds, Provision Dealer. Pet June 27. Leeds, July 19 at 12. Harle, Leeds.
Taylor, Geo, Holbeck, Leeds, Tin Grinder. Adj June 13. Leeds, July 19 at 12. Grayston, jun, York.
Walker, John, Woodbridge, Suffolk, Miller. Pet June 23. Woodbridge, July 12 at 3. Jennings, Ipswich.
White, John, Worcester, Glove Manufacturer. Pet June 28. Birm, July 16 at 12. Francis, Birm.
Woolridge, Jas Thos, Portobello, Stafford, Charter Master. Pet June 18. Wolverhampton, July 10 at 12. Bartlett, Wolverhampton.
Wright, John, Swansea, Glamorgan, Colliery Proprietor. Pet June 26. Bristol, July 13 at 11. Henderson, Bristol.

TUESDAY, July 3, 1866.

To Surrender in London.

Boulton, Thos Warren, Farringdon-market, Potato Salesman. Pet June 29. July 14 at 11. Hope, Ely-place.
Brookes, Arthur, Prisoner for Debt, London. Adj June 21. July 16 at 1.
Bultitude, Wm, Prisoner for Debt, London. Adj June 21. July 17 at 12.
Clift, Jas, Ann's-ter. St George's-rd, Camberwell, out of business. Pet June 27. July 17 at 12. Wills, Carter-lane, Doctors'-commons.
Collins, John, Prisoner for Debt, London. Adj June 21. July 16 at 1.
Curtis, Wm, jun, Swaffham, Norfolk, Innkeepeer. Pet June 30. July 14 at 12. Wilkin, Furnival's-inn.
Dubery, Thos Wm, Down, Kent, Linendraper. Pet June 27. July 17 at 12. Silvester, Gt Dover-st.
Edwards, Philemon, Prisoner for Debt. Adj June 21. July 17 at 12.
Fischer, Karl, Prisoner for Debt, London. Adj June 21. July 17 at 12.
Fox, Hy Hawes, Bayswater-ter, out of business. Pet June 29. July 20 at 12. Treherne & Co, Aldermanbury.
Garrett, Matthias Chas, Prisoner for Debt, London. Adj June 21. July 17 at 12.
Gibson, Geo, Prisoner for Debt, London. Pet June 23 (for pau). July 17 at 2. Munday, Basinghall-st.
Goulder, Wm, Prisoner for Debt, Norwich. Adj June 16. July 17 at 11.
Harding, John Edmd, Bridge-st, Southwark, Hat Plush Importer. Pet June 26. July 16 at 11. Dobie, Guildhall-chambers, Basinghall-st.
Harris, Eliz, Prisoner for Debt, London. Adj June 21. July 16 at 1.
Hodge, Richd, Prisoner for Debt, London. Adj June 21. July 17 at 1.
Hollings, John Crispin, Gt Portland-st, Oxford-st, Cheesemonger. Pet June 27. July 16 at 12. Plunkett, Milk-st.
Hopkins, Joseph Fredk, Buckhurst-hill, Chigwell, Schoolmaster. Pet June 29. July 26 at 11. Crossfield, America-sq, Minories.
Horrex, Walter John, Kent-st, Southwark, Baker. Pet June 26. July 17 at 12. Silvester, Gt Dover-st, Newington.
Hustler, Chas Devereux, Brunswick-ter, Newington, Solicitor. Pet June 26. July 16 at 11. Miller & Miller, Sherborne-lane.
Lane, Wm, Prisoner for Debt, London. Adj June 21. July 16 at 1.
Looker, Wm, Prisoner for Debt, Maidstone. Pet June 29. July 14 at 11. Buchanan, Basinghall-st.
Mc Carthy, Gertrude, Prisoner for Debt, London. Adj June 21. July 16 at 2.
Morrell, John, Prisoner for Debt, London. Pet June 29 (for pau). July 14 at 11. Browne, Basinghall-st.
Naden, Noah, Cloth Fair, Bartholomew-close, Painter of Flags. Pet June 28. July 14 at 11. Harcourt, King's Arms-yard.
Pike, Wm, Prisoner for Debt, London. Adj June 21. July 16 at 2.
Powles, Hy, Clifton-st, Wandsworth-rd, Journeyman Blacksmith. Pet June 28. July 17 at 2. Mayo, Milton-ter, Wandsworth-rd.
Raines, Jas, Prisoner for Debt, London. Adj June 21. July 16 at 2.
Rees, David, Walter-st, South Lambeth, Journeyman Carpenter. Pet June 28. July 16 at 3. Mayo, Milton-ter, Wandsworth-rd.
Robertson, Chas Nice, Shaftesbury-ter, Hammersmith, Tutor. Pet June 29. July 17 at 2. Greenwood, Serjeants'-inn, Fleet-st.
Ross, Richd Douglas, Gravesend, Kent, Ship Owner. Pet June 28. July 20 at 11. Harrison & Co, Old Jewry.
Scanlan, Mauris, Portland-ter, Wandsworth-rd, Ironwork Driller. Pet June 28. July 14 at 11. Mayo, Milton-ter, Wandsworth-rd.
Seaman, John, Prisoner for Debt, London. Adj June 21. July 17 at 1. Aldridge.
Taylor, Geo Peter, Prisoner for Debt, London. Adj June 21. July 16 at 2.
Taylor, Wm, Prisoner for Debt, London. Adj June 21. July 17 at 1.
Thomas, Jas, Southend, Essex, Coal Merchant. Pet June 30. July 14 at 11. Begbie, Essex-st, Strand.
Tillett, Fredk, Victoria-rd, Old Ford-rd, Splint Manufacturer. Pet June 30. July 14 at 11. Miller, Fenchurch-st.
Treadwell, Wm, Woodford, Essex, Licensed Victualler. Pet June 26. July 17 at 11. Wood & Ring, Basinghall-st.
Waldron, Thos, Prisoner for Debt, London. Adj June 21. July 17 at 1.
Wellings, Wm, Albany-st, Regent's-pk, out of business. Pet June 27. July 17 at 11. Fraser & May, Dean-st, Soho.
Wemyss, Wm McKenzie Wyllie, Hackney-rd, Draper. Pet June 27. July 20 at 11. McDearmid, Old Jewry.
White, Wm Hy, Southampton-st, Strand, Coal Merchant. Pet June 30. July 17 at 2. Webb, Austin-friars.
Wing, Jas, Spitalfields-market, Fruit Salesman. Adj June 21. July 16 at 2.
Wymark, Wm, Prisoner for Debt, London. Adj June 21. July 17 at 1.

To Surrender in the Country.

Baldwin, Matthew, Bishopwearmouth, Durham, Painter. Pet June 27. Sunderland, July 18 at 1. Barker, Sunderland.
Bently, Seymour, Ruthin, Denbigh, out of business. Pet June 28. Ruthin, July 18 at 10. Louis, Ruthin.
Birks, Wm, Longton, Stafford, out of business. Pet July 2. Birm, July 16 at 12. James & Griffin, Birm.
Chapman, Jesse, Birm, Builder's Foreman. Pet June 22 (for pau). Birm, July 13 at 10.
Clamp, Mary, Prisoner for Debt. Nottingham. Adj June 19. Nottingham, July 18 at 11. Maples, Nottingham.
Cooper, Wm, Crewe, Chester, Baker. Pet June 16. Crewe, July 26 at 11. Salt, Crewe.
Davis, Jas, Gateshead, Durham, out of business. Pet June 30. Newcastle, July 14 at 10. Joel, Newcastle-upon-Tyne.
Dawes, Jas Hy Nursey, Walsham-le-Willows, Suffolk, Tea Dealer. Pet June 27. Bury St Edmunds, July 14 at 11. Salmon, Bury St Edmunds.
Evans, John, Burslem, Stafford, Potter. Pet June 28. Hanley, Aug 4 at 11. Ellis, Burslem.
Fisher, Fredk, & Chas Allen Fisher, Batley, York, Doffing Plate Manufacturers. Pet June 29. Leeds, July 16 at 11. Sykes, Heckmondwike.
Frankenstein, Philip, & Arnold Moss, Lancaster, Clothiers. Pet June 22. Manch, July 16 at 12. Leigh, Manch.
Fuller, Hy Alex, Sunderland, Durham, Master Mariner. Pet June 28. Newcastle-upon-Tyne, July 13 at 12. Graham & Graham, Sunderland.
Gittins, Geo, Birm, Brewer. Pet July 2. Birm, July 16 at 12. James & Griffin, Birm.
Harrison, Jas, Low-hill, Lpool, Shopkeeper. Pet June 28. Lpool, July 13 at 3. Kent, Lpool.
Harrison, Wm, West Derby, Lancaster, Cigar Dealer. Pet July 2. Lpool, July 18 at 11. Blackhurst, Lpool.
Hawkins, John, & John Gosling, Manch, Comm Agents. Pet June 15. Manch, July 13 at 12. Sale & Co, Manch.
Hopper, Hy, Prisoner for Debt, Durham. Adj May 15. Sunderland, July 24 at 12. Eglinton, Sunderland.

Irving, Geo, Ellastone, Stafford, Travelling Draper. Pet June 18. Birm, July 16 at 12. Tomlinson, Ashbourne.
Jackson, Jas, Oldham, Lancaster, Cotton Doubler. Pet June 29. Oldham, July 18 at 12. Taylor, Oldham.
Johnson, Robt, Mattishall, Norfolk, Saddler. Pet June 29. East Dereham, July 17 at 11. Sadd, jun, Norwich.
Jones, Robt, Prisoner for Debt, Manch. Pet June 28 (for pau). Manch, July 24 at 9.30. Law, Manch.
Keel, Jas, Prisoner for Debt, Manch. Adj March 13. Manch, July 24 at 9.30. Gardner, Manch.
Keeten, Hy, Birm, Brewer. Pet June 26 (for pau). Birm, July 16 at 12. James & Griffin, Birm.
Morgan, John, Wolverhampton, Stafford, Dealer in Grocery. Pet June 30. Wolverhampton, July 14 at 12. Turner, Wolverhampton.
Oxley, Jas, Wells, Beerhouse Keeper. Pet June 30. Wells, July 14 at 12. Reed, Bridgwater.
Painter, Joseph, Oldland, Bitton, Gloucester, Carpenter. Pet June 27. Bristol, July 20 at 12. Peterson.
Palmer, Geo, Holyport, Bray, Berks, Beerhouse Keeper. Pet June 28. Windsor, July 12 at 11. Smith, Windsor.
Parkinson, Wm, Halifax, York, Stock Broker. Pet June 29. Leeds, July 19 at 11. Wavill & Co, Halifax.
Petford, Alfred, Handsworth, Stafford, out of business. Pet June 28. Birm, July 13 at 10. Taylor, Birm.
Richardson, Robt, Stonham Aspal, Suffolk, Innkeeper. Pet June 26. Stowmarket, July 12 at 2. Jennings, Ipswich.
Seaborne, Richd, Llandaff, Glamorgan, Butcher. Pet June 28. Bristol, July 13 at 11. Ensor, Cardiff.
Shaw, Wm, Birm, Hawker of Fish. Pet June 27. Birm, July 13 at 10. Beaton, Birm.
Slide, Geo, Birm, Scrap Iron Dealer. Pet June 22 (for pau). Birm, July 13 at 10.
Smith, Geo Jennis, Swaffham, Norfolk, Miller. Pet June 20. Swaffham, July 11 at 10. Winearls, Swaffham.
Stackwood, Wm Miles, East Bradenham, Norfolk, Journeyman Miller. Pet June 27. Swaffham, July 16 at 10. Chittock, Norwich.
Stonley, Chas, Prisoner for Debt, Durham. Adj May 15. Sunderland, July 24 at 12. Graham, Sunderland.
Stone, Jas, Southampton, Retailer of Beer. Pet June 27. Southampton, July 17 at 12. Mackey, Southampton.
Sutton, Shahade Hayman, & Moses Ades, Manch, Merchant. Pet June 22. Manch, July 18 at 11. Leigh, Manch.
Thorpe, Ann, St Helen's, Lancaster, out of business. Pet June 30. Lpool, July 14 at 11. Evans & Co, Lpool.
Timmins, Saml John, Kingswinford, Stafford, Miner. Pet June 29. Stourbridge, July 16 at 10. Collis, Stourbridge.
Tregellas, Elisha, St Agnes, Cornwall, Shopkeeper. Pet June 30. Truro, July 18 at 3. Marshall, Truro.
Trilloe, Geo, Hereford, Baker. Pet June 30. Hereford, July 26 at 10. Cariess, jun, Hereford.
Waddington, Wm, Leicester, Woolstapler. Pet June 30. Birm, July 24 at 11. James & Griffin, Birm.
Walton, Benj, Leeds, out of business. Pet June 30. Leeds, July 19 at 11. Cariss & Tempest, Leeds.
Waterson, Edwd, Prisoner for Debt, Lancaster. Adj June 14. Lpool, July 6 at 11.
Whiteley, Joseph, Bradford, York, Worsted Spinner. Pet June 28. Leeds, July 19 at 11. Green, Bradford.
Williams, Jas, Manch, Chair Manufacturer. Pet June 29. Manch, July 13 at 11. Livett, Manch.
Winckles, Wm Woodford, Spratton, Northampton, Baker. Pet June 29. Northampton, July 14 at 10. White, Northampton.

BANKRUPTCIES ANNULLED.

FRIDAY, June 29, 1866.

Tayler, Saml, Irend, Wilts, Corn Dealer. June 25.
Webb, Joseph, Swansea, Glamorgan, Tobacconist. June 25.

TUESDAY, July 3, 1866.

Gosling, Thos, Lpool, Comm Agent. June 26.